

LIBER

488

LIBER - 488 PAGE 1

257763

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Sigma Financial Inc. 60 Gould Center Rolling Meadows, IL 60008	NSCC Leasing Corp. 1737 West Howard Street Chicago, IL 60626	

4 This financing statement covers the following types (or items) of property:

Collateral: AT&T Information Systems, Inc. switching and telephone equipment listed on Exhibit I and Exhibit A attached.
COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 5

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD.

By: Sigma Financial Inc. President
Signature(s) of Debtor(s)

By: NSCC LEASING CORP.
Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 *Modern Law Terms* CHICAGO

FILED

1985 AUG -5 PM 12:35

mlg

LIBER - 488 PAGE 1

257763

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Sigma Financial Inc. 60 Gould Center Rolling Meadows, IL 60008</p>	<p>2 Secured Party(ies) and address(es)</p> <p>NSCC Leasing Corp. 1737 West Howard Street Chicago, IL 60626</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
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4 This financing statement covers the following types (or items) of property:

Collateral: AT&T Information Systems, Inc. switching and telephone equipment listed on Exhibit I and Exhibit A attached.
COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 5

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD.

..... SIGMA FINANCIAL INC.
By: *[Signature]* President
Signature(s) of Debtor(s)

NSCC LEASING CORP.
By:
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 *Modern Law Terms* CHICAGO

FILED

1985 AUG -5 PH 12: 35

[Handwritten signature]

EXHIBIT I

TO

UCC-1 FINANCIAL STATEMENT

The Collateral is described as follows:

1. The AT&T Information Systems, Inc. switching and telephone equipment listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder.
2. All proceeds of the foregoing collateral.

Equipment Location: Gould Inc
 Defense Electronics Division
 6711 Baymeadow Drive
 Glen Burnie, MD 21061

Page 1 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	201C 400BPS PL-S/R
1	2400BPS SR
2	24/48/72/96PBS SR
1	212A
1	AUTO TEL-ADD CODERS
1	AUTO TEL-N REMOT ADJ
1	1# DIALER-ROT
34	VOLUME CONTROL /OBSSO
1	HANDSET
1	HANDSET-ADDITIONAL
32	TRANSMITTER CONFIDEN
1	KEY BELL CUTOFF
36	KEY BELL CUTOFF
2	KEY TRANSFER
7	TEL-WALL TT DATA
1	TRIMLINE TCHTONE TEL
1	HEADSET - ADDITIONAL
1	HEADSET - KS20778
1	ELECTRONIC 5 BUT TEL
4	BELL-EXT/STA
3	GONG-EXT/STA
1	HORN - INDOOR
1	CADP
1	CADP
14	ARS-EA FX/WATS/CCSA
4	SMDR
1	MOD CE
1	MOD CE
1	DUAL DATA CHAN CKTPK
1	DUAL DATA CHAN CKTPK
3	TK CIR CAR
3	TK CIR CAR
27	TK CR PK-CO WO DID
2	TK CR PK-CO WO DID
27	TK CR PK-CO WO DID
2	TK CR PK-CO WO DID
13	TK CR PK-CO/DID
13	TK CR PK CO/DID
1	TK CR PK-CO/AUX

EXHIBIT A

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4

Equipment Location: Gould Inc
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

Page 2 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TK CR PK-CO/AUX
13	TK CR PK-TT RCU
13	TK CR PK-TT RCU
1	TK CR PK-ATD CF
1	TK CR PK-ATD CF
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	LINE CABINET
3	LN GP CON CAR W/O MW
3	LN GP CON CAR W/O MW
7	LN CKT CAR W/O MW
1	LN CKT CAR W/O MW
7	LN CKT CAR W/O MW
1	LN CKT CAR W/O MW
145	LN CKT PK W/O MW
16	LN CKT PK W/O MW
145	LN CKT PK W/O MW
16	LN CKT PK W/O MW
3	FREQUENCY GENERATOR
3	FREQUENCY GENERATOR
1	ATD INF CIR PK
1	ATD INF CIR PK
1	LGE WTH DSS+ACI
1	LGE WTH DSS+ACI
1	SMDR CE+CAB+CAR
1	SMDR CE+CAB+CAR
1	TK CR PK-REC ANC
1	TK CR PK-REC ANC
1	LDSPKR PAG IF CIR
1	LDSPKR PAG IF CIR
1	SMDR TM-DIR OUT UN
1	SMDR TM-DIR OUT UN
9	MEM CIR PK 16K
9	MEM CIR PK 16K

EXHIBIT A

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5

*Equipment Location: Gould Inc
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061*

Page 3 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	TTN SMDR CKT PK
3	TTN SMDR CKT PK
1	D2000-4 CAB SYSTEM
7	TEL WALL TT DATA
1	ROTARY DESK TEL
500	TOUCH-TONE DESK TEL
21	TOUCH-TONE WALL TEL
3	TOUCH-TONE DESK TEL
3	TOUCH-TONE DESK TEL
180	TOUCH-TONE DESK TEL
10	SET TT DESK
15	SET TT DESK
1	TRIMLINE TOUCH-TONE
12	TOUCH TONE WALL SET
1	MET 5 But ECTS
15	MET 10 But ECTS
4	MET 10 But ECTS
1	MET 30 But Cnt Ans
1	MET 30 But Cnt Ans
1	10B MET Blt N Spkrph
1	10B MET Blt N Spkrph
1	Aux Cab 117V Basic
1	Line Carrier W/O MW
1	Trunk Port Carrier
2	1 Chan Repeater W/Re
1	ECTS Com Eqpt W/Cab
1	ECTS Steering Pack
2	ECTS Steering Pack
2	ECTS Steering Pack
15	CP-LC2C Line Pack
16	CP-LC2C Line Pack
17	CP-LC2C Line Pack
16	CP-LC2C Line Pack
11	CP-LC2C Line Pack
1	Quad Data Channel
16	CO Trunk Pack-DID

EXHIBIT A

*Equipment Location: Gould Inc
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061*

Page 4 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	ECTS C/E W/O Cab-3
1	Line Cabinet
1	Lgcc No MW Mt Ln Cab
1	T/D Clk Syn Bat B/U
4	CP-LC500 256K Memory
1	CP-LC144B Tod Clksyn
1	Alm Pnd Sng Proc-Ret
1	256K Control Carrier

Mailed to Secured Party

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257709

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Comdisco, Inc.
6400 Shafer Court
Rosemont, IL. 60018
SL 15817,16911

2. Secured Party(ies) and address(es)
Commercial National Bank
4800 N. Western Avenue
Chicago, Illinois 60625

4. This financing statement covers the following types (or items) of property:
Chattel paper, i.e., a Lease from Comdisco, Inc. to Mercantile Safe Deposit and Trust Company 742 Old Hammonds Ferry-Linthicum, MD 21090 of IBM Computer Equipment as described together with the rentals and proceeds thereof and the equipment described in said lease. See attached equipment list.

5. Assignee(s) of Secured Party and Address(es)

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: Anne Arundel County MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

By: Michael L. Collier
Signature(s) of Debtor(s)
(1) Filing Officer Copy-Alphabetical

By: [Signature]
Signature(s) of Secured Party(ies)
Title: COMMERCIAL NATIONAL BANK
(For Use in Most States)

STANDARD FORM - FORM UCC-1.

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU

FILED
1985 AUG -5 PM 1:00

[Handwritten signature]

MLO:brg 11/8/84

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SL15817

EXHIBIT A

EQUIPMENT SCHEDULE NO. 7 DATED AS OF November 8, 1984
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit and Trust
Company
Address for Legal Notices:
742 Old Hammonds Ferry Road
Linthicum, MD 21090

Attn.: Mr. Ken Lumpkin

Address for Other Correspondence:
Same as above

Attn.:

Location of Equipment:
Same as above.

LESSOR: COMDISCO, INC.

Address for All Notices:

6400 Shafer Court
Rosemont, Illinois 60018
Attn.: Operations Lease Administrator

Investment Tax Credit
(on order New Equipment)
for the account of:
Lessor X
Lessee _____
N/A _____

Initial Term/
Months: 36 Mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	40	3178 C2	Display Station	SEE ATTACHED	\$1,920
2.	9	3274 C61	Control Unit		\$1,899
					<u>\$3,819</u>

We will deliver 3274 C1's interim to the delivery of the 9-3274 C61 purchase and leaseback units.

Per amendment letter dated November 8, 1984 the 5 3274/C02's, #21158, 15390, 31313, 36769 and 10229 and 3 3274/C31's #75811, 53387 and 1 3274/C51, #35250 were replaced with 9 3274/C61's, #X0150, X0151, X0152, X0153, X0155, X0156, X0157, X0158, X0159.

3178/C20's

G3028 G3008 G3997 G2987 G3989 G2634 G2635 G3032 G2921 G2923, 2115, 15390	County Banking & Trust Company 123 North Street Elkton, Maryland 21921 Phone: 398-2600	(2) (12) .10	3274/C01 #21158, 15390 3178
G2931 G2924 G2922 AH098 AG691 G4962 G4971, 31313	County Banking & Trust Company 238 North Washington Street Havre de Grace, Maryland 21078 Phone: 398-2600, Extension 258	(1) (7)	3274/C01 #31313 3178
G4521 G4970 G4944 35250	County Banking & Trust Company Main Street and Cecil Avenue North East, Maryland 21901 Phone: 398-2600, Extension 258	(1) (3)	3274/C51 #35250 3178
G4989 G5079 G5082 G5081 G4520, 30169	County Banking & Trust Company Main and Walnut Street Rising Sun, Maryland Phone: 658-5571	(1) (5)	3274/C01 #36769 3178
G4793, CA308, CA310, 75811,	County Banking & Trust Company 109 Bohemia Avenue Chesapeake City, Maryland 21915	(1) (3)	3274/C31 #75811 3178
BY104 CA399 BY326 53587	County Banking & Trust Company 117 W. Main Street Cecilton, Maryland 21913	(1) (3)	3274/C31 #53387 3178
CA414 CA375 CA315 CA385, 10299	County Bank and Trust Company 133 Bridge Street Elkton, Maryland 21921	(1) (4)	3274/C01 #10229 3178
CA352 CA591 CA307 40148	County Bank and Trust Company 313 North Union Avenue Havre De Grace, Maryland 21078	(1) (3)	3274/C31 #40148 3178
CA546 CA333	Mercantile Bank 742 Old Hammonds Ferry Road Linthicum, MD 21090	(2)	3178

DL1491

EXHIBIT A

EQUIPMENT SCHEDULE NO. 9 DATED AS OF January 24, 1985
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit and Trust
Company
Address for Legal Notices:
742 Old Hammonds Ferry Road
Linthicum, MD 21090

LESSOR: COMDISCO, INC.

Address for All Notices:

6400 Shafer Court
Rosemont, Illinois 60018
Attn.: Operations Lease Administrator

Attn.: Mr. Ken Lumpkin

Address for Other Correspondence:

Same as above.

Investment Tax Credit
(on order New Equipment)
for the account of:

Lessor X
Lessee _____
N/A _____

Attn.:

Location of Equipment:

Initial Term/
Months: 36 Mos.

Same as above.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	38	3178 C20	Display Station	SEE ATTACHED	
2.	5	3299 001	Terminal Multiplexer		
3.	1	3274 C61	Control Unit		
		3701	Ext. Modem Inter.		
		6101	Response Time Mon.		
		6302	Common Comm. Adap w/o BMC		
		9908	Cat. A Term. Supt.		
4.	1	3274 C41	Control Unit		
		3701	Ext. Modem Inter.		
		6101	Response Time Mon.		
		6302	Common Comm. Adp. w/o BMC		
		9901	3299 TERM MULTIPLEX SUPT		\$2,240

Handwritten initials and a checkmark.

SERIAL NUMBERS FOR SL16911

<u>TYPE</u>	<u>SERIAL NUMBER</u>
3178/C20	GD251
	LV835
	GD246
	LV834
	GD253
	GD250
	LV833
	LV847
	GD249
	LV852
	LV851
	LV845
	LV872
	GD266
	LV874
	GD269
	LV877
	GD265
	LV871
	GF569
	LV868
	GF575
	LV869
	GF576
	GF553
	GF580
	GF577
	GF567
	GF573
	GF499
	GF589
	GF570
	GF563
	GF478
GF599	
GF590	
GF566	
LV879	
3299/001	51608
	51333
	51345
	49891
3274/61C 3274/41C	51745
	X0154
	E8733

Mailed to Illinois Code Co.

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. XXXX (Last Name First) and address(es) Lessee The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	2. XXXXXXXXXX and address(es) Lessor Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:
 Lease No. 7487, Schedule 01, dated 9-28-84, and equipment, rentals, purchase option payments, and other sums payable thereunder. Equipment located at above address.
 Equipment: Hewlett Packard Arrythmia Monitoring System, serial # 2432A00308 and Display Unit serial # 2409A02716.

1. THE PARTIES EXECUTING THIS STATEMENT AGREE THAT THE TRANSACTION COVERED IS A PERMUTATION. THE FILING DOES NOT CONTRADICT THIS. 2. THIS FILING SHALL COVER ALL REVISIONS, MODIFICATIONS OF, ADDITIONS TO AND ALLEGATIONS TO THE LEASED EQUIPMENT. 3. THIS FILING SHALL COVER ALL PROCEEDS OF THE LEASED EQUIPMENT, INCLUDING WITHOUT LIMITATION INSURANCE PROCEEDS.

Collateral is not subject to recordation tax.

Filed with: Clerk of the Circuit Court, Anne Arundel County
 Annapolis, MD 21401

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. <i>J. Wyatt Mahan</i> Signature(s) of Debtor Lessee	SCIENTIFIC LEASING INC. <i>W.M. Anabauskas, mgr. lease adm.</i> Signature(s) of Secured Party (Or Assignee) Lessor
--	---	---

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU

1985 AUG - 5 PM 1:00
FILED

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mlg

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORTHWARD CORP. dba PASADENA 4A RENTALS
Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name RELI FINANCIAL CORP.
Address P. O. Box 797, Northbrook, IL 60065-0797

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All goods, inventory, equipment and vehicles including, without limitation, tools, appliances, vehicles, and construction, industrial, medical, party and office machinery and equipment and substitutions, together with all accessions to the foregoing ("Leased Goods"), heretofore, now or from time to time hereafter acquired by Lessee pursuant to Master Lease No. 5095, between Lessor and Lessee, together with all proceeds of insurance policies insuring the Leased Goods. Lessee is not authorized to sell, transfer or otherwise convey the foregoing Leased Goods, except for short-term subleases to Lessee's customers in Lessee's usual course of business.

Collateral is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Illinois Code B.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)



NORTHWARD CORP. dba PASADENA 4A RENTALS
(Signature of Debtor)

KEESE DIBBS
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

RELI FINANCIAL CORP.
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

msf

1985 AUG -5 PM 1:00
FILED

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) LESSEE: Mercantile Safe Deposit and Trust Company 742 Old Hammonds Ferry Linthicum, MD 21090	2. Secured Party(ies) and address(es) LESSOR: Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 SL 15817	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 483-126
Anne Arundel County MD Date Filed March 6 1985

- Filed with _____
- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 - 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 - 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 - 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 - 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Assigned to: **Commercial National Bank**
 4800 N. Western Avenue
 Chicago, Illinois 60625

Equipment: See original filing.

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Michael L. Collier
 Signature(s) of Secured Party(ies) LESSOR

COMDISCO, INC. Na. of additional Sheets presented: _____

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU



FILED

1985 AUG -5 PM 1:00

Mailed to Illinois Code Co.
P.O. Box 2969
Springfield, Illinois 62708

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) LESSEE: Mercantile Safe Deposit and Trust Company 742 Old Hammonds Ferry Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) LESSOR: Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 SL 16911	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>484-64</u> <u>Anne Arundel County MD</u> Date Filed <u>April 16</u> 19 <u>85</u>		
Filed with _____		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Assigned to: <u>Commercial National Bank</u> <u>4800 N. Western Avenue</u> <u>Chicago, Illinois 60625</u>		
Equipment: <u>See original filing.</u>		Na. of additional Sheets presented: _____
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		<u>COMDISCO, INC.</u> <u><i>Michael C. Cullen</i></u> By: _____ Signature(s) of Secured Party(ies) LESSOR

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU



FILED
 1985 AUG -5 PM 1:00

Mailed to Illinois Code Co.
P.O. Box 2969
Springfield, Illinois 62708

257119

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
C.G. Enterprises, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794

2. Secured Party(ies) and address(es)
The Riggs National Bank of
Washington, DC
800 17th Street, NW
Washington, DC 20006

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
Equipment listed on attached security agreement with attachment

5. Assignee(s) of Secured Party and Address(es)

Joint Loan \$1,000,000.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: *Anne Arundel County* *Rescission of Paid \$7,000.00*

C.G. Enterprises, Inc.
By: *Arthur C. Cox Sr.*
Arthur C. Cox, Sr., President
(1) Filing Officer Copy - Alphabetical

The Riggs National Bank of Washington, DC
By: *Mark J. MacDougall*
Mark J. MacDougall, Vice President

STANDARD FORM - FORM UCC-1.

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1985 AUG -5 PM 1:10

mlaf

ATTACHMENT A

ATTACHMENT TO SECURITY AGREEMENT BETWEEN THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., C.G. ENTERPRISES, INC. AND CORMAN CONSTRUCTION, INC., SIGNED AS OF MAY 20, 1985.

(No. 2-24)	Hopto Excavator Model 1900	s/n 101398
(No. 2-26)	American-Excavator	s/n 35-202W
(No. 2-27)	Cat Model 225 Excavator	s/n 5142251
(No. 2-28)	Cat Model 235 Excavator	s/n 32K1602
(No. 2-31)	Cat Model 225 Excavator	s/n 5142899
(No. 2-35)	Cat Model 225 Excavator	s/n 5143529
(No. 4-12)	Grove Model RT522 Crane	s/n 42850
(No. 4-13)	Grove Model RT522 Crane	s/n 44961
(No. 7-03)	JD Model 770 Grader	s/n 3857
(No. 8-04)	Cat Model 920 Wheel Loader	s/n 62K8284
(No. 8-06)	Cat Model 930 Wheel Loader	s/n 41K1404
(No. 8-07)	Cat Model 910 Wheel Loader	s/n 8045108
(No. 8-09)	Cat Model 930 Wheel Loader	s/n 41K5912
(No. 8-10)	Cat Model 920 Wheel Loader	s/n 62K7797
(No. 8-11)	Cat Model 920 Wheel Loader	s/n 62K7761
(No. 8-12)	Cat Model 920 Wheel Loader	s/n 62K8665
(No. 8-14)	Cat Model 920 Wheel Loader	s/n 62K9594
(No. 8-21)	Cat Model 955L Wheel Loader	s/n 85J11368
(No. 8-25)	Cat Model 951C Wheel Loader	s/n 86J4246
(No. 9-50)	Cat Model 815 Wheel Loader	s/n 91P1411
(No. 5-02)	JD Model 850 Bull Dozer	s/n 307512
(No. 5-04)	JD Model 850 Bull Dozer	s/n 322341
(No. 8-30)	JD Model 850 Loader	s/n 353724

ALONG WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS OF ANY KIND OR DESCRIPTION.

SECURITY AGREEMENT (CHATTEL MORTGAGE)

Check here [] if to be RECORDED IN THE LAND RECORDS (for fixtures only)

Name C. G. Enterprises, Inc. and Corman Construction, Inc., Jointly and Severally
Number and Street 8111 Annapolis Junction Road, City Jessup
County Anne Arundel, District or State Maryland

LISTED AS ATTACHMENT A

together with any and all additions, accessions and substitutions thereto or therefor of every sort whatsoever, whether in the nature of equipment, attachments, improvements, accessories, repairs, or otherwise, now or hereafter attached or added to or contained in said property and the term Collateral whenever used herein shall mean said property with all said additions, accessories and substitutions; to secure payment and performance of obligations of Debtor (all hereinafter called the "Obligations") as follows, (a) the principal, interest and any and all other sums payable on a certain promissory note in the principal face amount of One million and 00/100 Dollars (\$ 1,000,000*****) plus interest, of the same date hereof, payable

Debtor hereby warrants and covenants:

- 1. (a) The Collateral is bought or used primarily for the purpose checked below.
[] Personal, family or household purposes, and the address of Debtor specified above is Debtor's residence.
[] Farming operations, and the address of Debtor specified above is Debtor's residence.
[X] Business purposes, and the address of Debtor specified above is Debtor's chief place of business in the State or District specified.
(b) The Collateral will be kept at No. and Street City State

or, if left blank, at the address shown at the beginning of this Agreement, and will not be removed from such location without Secured Party's prior written consent.

(c) If Collateral is to be attached as a fixture to real estate, a description of such real estate is as follows:

No. and Street N/A, Lot No., Square or Block No.
City or Town, County, State

and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will, on demand of Secured Party, furnish latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral that is prior to Secured Party's interest.

(d) Debtor is a corporation, (individual(s), partnership, corporation, or specify other organization).

(e) If checked here [], the Collateral is being acquired with the proceeds of the advance evidenced by this agreement, which Secured Party may disburse directly to the Seller of Collateral.

2. (a) Debtor will immediately notify Secured Party in writing of any change in address from that shown in this agreement and will also upon demand furnish to Secured Party such further information and will execute and deliver to Secured Party such financing statements and other papers and will do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest.

3. (a) Debtor will at his expense keep and maintain on Collateral insurance against loss or damage covered by fire, theft, windstorm and for such other risks as Secured Party may reasonably require, such insurance to be in a company or companies approved by Secured Party and in such amounts and containing such terms as required by Secured Party adequately to protect Secured Party's interest therein, and to be payable to Secured Party and Debtor as their interests may appear. Debtor hereby assigns to Secured Party all moneys payable under such insurance not in excess of the unpaid Obligations, and directs any insurer to make payments direct to Secured Party and appoints Secured Party as its attorney to obtain, adjust, settle and cancel any such insurance and to endorse any draft. Any amount received from any such insurance shall be paid to Secured Party and credited against the unpaid Obligations. Debtor will give Secured Party immediate written notice of any and all loss or damage to collateral, however occasioned.

(b) Debtor has absolute title to Collateral free of other liens and security interests and will at his expense keep collateral free from any and all other liens, security interests or encumbrances and in good order and repair, and will not waste, destroy or secrete Collateral or any part thereof. Debtor will not use Collateral in violation of any applicable statute or ordinance or policy of insurance thereon. No other security agreement or financing statement covering Collateral has been executed by Debtor or is on file in any public office. Debtor will not sell or otherwise transfer the Collateral without the prior written consent of Secured Party.

(c) Debtor will pay promptly when due all taxes and assessments upon Collateral or for its use or operation or upon this agreement.

4. (a) Debtor authorizes Secured Party, in its discretion, to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on Collateral; to place and pay for insurance on the Collateral; to order and pay for the repair, maintenance and preservation thereof; to inspect Collateral at reasonable times; and to pay any necessary filing or recording fees. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment made or expenses incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of Collateral and use the same in any lawful manner not inconsistent with this agreement.

5. (a) Debtor shall be in default under this agreement upon the happening of any of the following events or conditions: (i) default in the payment or performance of any of the Obligations or any covenant or liability contained or referred to herein; (ii) any warranty, representation or statement furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (iii) loss, theft, substantial damage, destruction, abandonment, sale or encumbrance to or of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor; or (v) the rights of Secured Party hereunder are in any way prejudiced or rendered insecure and Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is thereby impaired.

(b) Upon such default and/or upon failure for 30 days to pay money, and at any time thereafter (such default not having been previously cured), Secured Party at its option may declare all the Obligations to be matured and immediately due and payable, and shall have the remedies of a secured party under the Uniform Commercial Code of the District of Columbia, and of the state in which Collateral is located, including, without limitation thereof, the right to take possession of the Collateral, and for that purpose Secured Party or its agents may, so far as Debtor can give authority therefor, enter upon the premises on which the Collateral may be situated and remove the same therefrom. Secured Party may require Debtor to assemble the Collateral and make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party will give Debtor at least ten days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made or such other notice as may be required by applicable law. Expenses of retaking, holding, preparing for sale, and selling shall include Secured Party's reasonable attorneys' fees and legal expenses. After application of the proceeds of sale to such expenses and to payment of the Obligations, Debtor shall be liable to pay any remaining balance forthwith, and shall receive any surplus.

(c) At the time of any repossession hereunder Secured Party or its agents may take possession of any other property then in Collateral, and hold same temporarily for Debtor without liability on part of Secured Party.

6. (a) This agreement and the security interest in Collateral and all additions, accessions and substitutions thereto shall terminate only when the Obligations have been paid in full.

(b) No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The failure of Secured Party, upon knowledge of any default hereunder, to enforce the rights and remedies provided hereunder or by law shall not be construed as a waiver of such default or of any of such rights and remedies or of any provision hereof.

(c) All rights and remedies of Secured Party, whether provided hereunder or by law, are cumulative, and may be enforced simultaneously or successively.

(d) All rights of Secured Party hereunder shall inure to the benefit of and may be exercised by its successors and assigns; and all obligations of Debtor hereunder shall bind the heirs, legal representatives, successors and assigns of Debtor. Upon assignment for value of this agreement and notice to Debtor of such assignment, the liability of Debtor hereunder to such assignee shall be immediate and absolute. Debtor will not set up any claim against Secured Party as a defense, counterclaim or set-off to any action for the unpaid Obligations or for possession brought by any assignee of this agreement. If there be more than one Debtor, their obligations hereunder shall be joint and several.

(e) No transfer, renewal, extension, modification or assignment of this agreement or the Obligations, or loss, damage or destruction of Collateral, shall release Debtor from the Obligations or affect the security interest granted herein.

(f) Debtor hereby waives all exemptions as to the Obligations, and represents that he is of full age and otherwise legally competent to contract.

(g) Time is of the essence of this agreement.

Signed and delivered on this ~~11th~~ 20th day of May, 1985.

The Riggs National Bank of Washington, D.C.
(Secured Party)

By Mark J. MacDougall
Mark J. MacDougall, Vice President
(Type Signer's Name)

1913 Massachusetts Avenue, N.W.
Washington, D.C.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

Corman Construction, Inc.

By: William G. Cox
~~(Type Debtor's Name)~~
William G. Cox, President
(Debtor Sign Here)

C.G. Enterprises, Inc.
(Type Debtor's Name)

By Arthur C. Cox, Sr.
Arthur C. Cox, Sr., President
(Type Signer's Name)

TO FILING OFFICER: After this Statement has been recorded please mail the same to: The Riggs National Bank of Washington, D.C., 1913 Massachusetts Avenue, N.W., Washington, D.C. 20036.

Mail to _____

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Corman Construction, Inc. 8111 Annapolis Junction Road Jessup, MD 20794	2. Secured Party(ies) and address(es) The Riggs National Bank of Washington, DC 800 17th Street, NW Washington, DC 20006	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Equipment listed on attached security agreement with attachment.		5. Assignee(s) of Secured Party and Address(es)

Joint Loan 4,000,000.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: *Anne Arundel County Recordation Fee Paid \$7000.00*

Corman Construction, Inc.
 By: *WGC*
 Signature(s) of Debtor(s)
 William G. Cox, President
 (1) Filing Officer Copy - Alphabetical

The Riggs National Bank of Washington, DC
 By: *Mark J. MacDougall*
 Signature(s) of Secured Party(ies)
 Mark J. MacDougall, Vice President

STANDARD FORM - FORM UCC-1.

13.00

FILED
1995 AUG -5 PM 1:10

mlg

ATTACHMENT A**ATTACHMENT TO SECURITY AGREEMENT BETWEEN THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., C.G. ENTERPRISES, INC. AND CORMAN CONSTRUCTION, INC., SIGNED AS OF MAY 20, 1985.**

(No. 2-24)	Hopto Excavator Model 1900	s/n 101398
(No. 2-26)	American-Excavator	s/n 35-202W
(No. 2-27)	Cat Model 225 Excavator	s/n 5142251
(No. 2-28)	Cat Model 235 Excavator	s/n 32K1602
(No. 2-31)	Cat Model 225 Excavator	s/n 5142899
(No. 2-35)	Cat Model 225 Excavator	s/n 5143529
(No. 4-12)	Grove Model RT522 Crane	s/n 42850
(No. 4-13)	Grove Model RT522 Crane	s/n 44961
(No. 7-03)	JD Model 770 Grader	s/n 3857
(No. 8-04)	Cat Model 920 Wheel Loader	s/n 62K8284
(No. 8-06)	Cat Model 930 Wheel Loader	s/n 41K1404
(No. 8-07)	Cat Model 910 Wheel Loader	s/n 8045108
(No. 8-09)	Cat Model 930 Wheel Loader	s/n 41K5912
(No. 8-10)	Cat Model 920 Wheel Loader	s/n 62K7797
(No. 8-11)	Cat Model 920 Wheel Loader	s/n 62K7761
(No. 8-12)	Cat Model 920 Wheel Loader	s/n 62K8665
(No. 8-14)	Cat Model 920 Wheel Loader	s/n 62K9594
(No. 8-21)	Cat Model 955L Wheel Loader	s/n 85J11368
(No. 8-25)	Cat Model 951C Wheel Loader	s/n 86J4246
(No. 9-50)	Cat Model 815 Wheel Loader	s/n 91P1411
(No. 5-02)	JD Model 850 Bull Dozer	s/n 307512
(No. 5-04)	JD Model 850 Bull Dozer	s/n 322341
(No. 8-30)	JD Model 850 Loader	s/n 353724

ALONG WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS OF ANY KIND OR DESCRIPTION.

FM-02042-(5-74)

SECURITY AGREEMENT
(CHATTEL MORTGAGE)

Check here if to be RECORDED IN
THE LAND RECORDS (for fixtures only)

Name C. G. Enterprises, Inc. and Corman Construction, Inc., Jointly and Severally
Number and Street 8111 Annapolis Junction Road, City Jessup
County Anne Arundel, District or State Maryland, (hereinafter
called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, grants to The Riggs National Bank
of Washington, D.C., 1913 Massachusetts Avenue, N.W., Washington, D.C. (hereinafter called "Secured Party") a
security interest in the following described property:

LISTED AS ATTACHMENT A

together with any and all additions, accessions and substitutions thereto or therefor of every sort whatsoever, whether in
the nature of equipment, attachments, improvements, accessories, repairs, or otherwise, now or hereafter attached or
added to or contained in said property and the term Collateral whenever used herein shall mean said property with all
said additions, accessories and substitutions; to secure payment and performance of obligations of Debtor (all hereinafter
called the "Obligations") as follows, (a) the principal, interest and any and all other sums payable on a certain promissory
note in the principal face amount of One million and 00/100
----- Dollars (\$ 1,000,000*****), plus interest, of the same date hereof, ~~payable~~
~~in xxxxxxxxxxxxxxxxxx monthly installments~~, signed by Debtor and payable to the order of Secured Party, and the debt
evidenced by said note and any renewal or extension thereof, (b) any and all liabilities hereunder, and (c) any and all other
liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising, of Debtor to Secured Party.

Debtor hereby warrants and covenants:

- 1. (a) The Collateral is bought or used primarily for the purpose checked below.
 - Personal, family or household purposes, and the address of Debtor specified above is Debtor's residence.
 - Farming operations, and the address of Debtor specified above is Debtor's residence.
 - Business purposes, and the address of Debtor specified above is Debtor's chief place of business in the State or District specified.

(b) The Collateral will be kept at _____
No. and Street City State

or, if left blank, at the address shown at the beginning of this Agreement, and will not be removed from such location
without Secured Party's prior written consent.

(c) If Collateral is to be attached as a fixture to real estate, a description of such real estate is as follows:

No. and Street N/A, Lot No. _____, Square or Block No. _____
City or Town _____, County _____, State _____

and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will,
on demand of Secured Party, furnish latter with a disclaimer or disclaimers, signed by all persons having an interest in
the real estate, of any interest in the Collateral that is prior to Secured Party's interest.

(d) Debtor is a corporation, (individual(s), partnership, corporation, or specify other organization).

(e) If checked here , the Collateral is being acquired with the proceeds of the advance evidenced by this
agreement, which Secured Party may disburse directly to the Seller of Collateral.

2. (a) Debtor will immediately notify Secured Party in writing of any change in address from that shown in this
agreement and will also upon demand furnish to Secured Party such further information and will execute and deliver to
Secured Party such financing statements and other papers and will do all such acts and things as Secured Party may at
any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a
perfected security interest.

3. (a) Debtor will at his expense keep and maintain on Collateral insurance against loss or damage covered by fire,
theft, windstorm and for such other risks as Secured Party may reasonably require, such insurance to be in a company or
companies approved by Secured Party and in such amounts and containing such terms as required by Secured Party
adequately to protect Secured Party's interest therein, and to be payable to Secured Party and Debtor as their interests
may appear. Debtor hereby assigns to Secured Party all moneys payable under such insurance not in excess of the unpaid
Obligations, and directs any insurer to make payments direct to Secured Party and appoints Secured Party as its
attorney to obtain, adjust, settle and cancel any such insurance and to endorse any draft. Any amount received from any
such insurance shall be paid to Secured Party and credited against the unpaid Obligations. Debtor will give Secured
Party immediate written notice of any and all loss or damage to collateral, however occasioned.

(b) Debtor has absolute title to Collateral free of other liens and security interests and will at his expense keep collateral free from any and all other liens, security interests or encumbrances and in good order and repair, and will not waste, destroy or secrete Collateral or any part thereof. Debtor will not use Collateral in violation of any applicable statute or ordinance or policy of insurance thereon. No other security agreement or financing statement covering Collateral has been executed by Debtor or is on file in any public office. Debtor will not sell or otherwise transfer the Collateral without the prior written consent of Secured Party.

(c) Debtor will pay promptly when due all taxes and assessments upon Collateral or for its use or operation or upon this agreement.

4. (a) Debtor authorizes Secured Party, in its discretion, to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on Collateral; to place and pay for insurance on the Collateral; to order and pay for the repair, maintenance and preservation thereof; to inspect Collateral at reasonable times; and to pay any necessary filing or recording fees. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment made or expenses incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of Collateral and use the same in any lawful manner not inconsistent with this agreement.

5. (a) Debtor shall be in default under this agreement upon the happening of any of the following events or conditions: (i) default in the payment or performance of any of the Obligations or any covenant or liability contained or referred to herein; (ii) any warranty, representation or statement furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (iii) loss, theft, substantial damage, destruction, abandonment, sale or encumbrance to or of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor; or (v) the rights of Secured Party hereunder are in any way prejudiced or rendered insecure and Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is thereby impaired.

(b) Upon such default and/or upon failure for 30 days to pay money, and at any time thereafter (such default not having been previously cured), Secured Party at its option may declare all the Obligations to be matured and immediately due and payable, and shall have the remedies of a secured party under the Uniform Commercial Code of the District of Columbia, and of the state in which Collateral is located, including, without limitation thereof, the right to take possession of the Collateral, and for that purpose Secured Party or its agents may, so far as Debtor can give authority therefor, enter upon the premises on which the Collateral may be situated and remove the same therefrom. Secured Party may require Debtor to assemble the Collateral and make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party will give Debtor at least ten days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made or such other notice as may be required by applicable law. Expenses of retaking, holding, preparing for sale, and selling shall include Secured Party's reasonable attorneys' fees and legal expenses. After application of the proceeds of sale to such expenses and to payment of the Obligations, Debtor shall be liable to pay any remaining balance forthwith, and shall receive any surplus.

(c) At the time of any repossession hereunder Secured Party or its agents may take possession of any other property then in Collateral, and hold same temporarily for Debtor without liability on part of Secured Party.

6. (a) This agreement and the security interest in Collateral and all additions, accessions and substitutions thereto shall terminate only when the Obligations have been paid in full.

(b) No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The failure of Secured Party, upon knowledge of any default hereunder, to enforce the rights and remedies provided hereunder or by law shall not be construed as a waiver of such default or of any of such rights and remedies or of any provision hereof.

(c) All rights and remedies of Secured Party, whether provided hereunder or by law, are cumulative, and may be enforced simultaneously or successively.

(d) All rights of Secured Party hereunder shall inure to the benefit of and may be exercised by its successors and assigns; and all obligations of Debtor hereunder shall bind the heirs, legal representatives, successors and assigns of Debtor. Upon assignment for value of this agreement and notice to Debtor of such assignment, the liability of Debtor hereunder to such assignee shall be immediate and absolute. Debtor will not set up any claim against Secured Party as a defense, counterclaim or set-off to any action for the unpaid Obligations or for possession brought by any assignee of this agreement. If there be more than one Debtor, their obligations hereunder shall be joint and several.

(e) No transfer, renewal, extension, modification or assignment of this agreement or the Obligations, or loss, damage or destruction of Collateral, shall release Debtor from the Obligations or affect the security interest granted herein.

(f) Debtor hereby waives all exemptions as to the Obligations, and represents that he is of full age and otherwise legally competent to contract.

(g) Time is of the essence of this agreement.

Signed and delivered on this ~~14th~~ 20th day of May, 1985.

The Riggs National Bank of Washington, D.C.
(Secured Party)

By Mark J. MacDougall
Mark J. MacDougall, Vice President
(Type Signer's Name)

1913 Massachusetts Avenue, N.W.
Washington, D.C.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

Corman Construction, Inc.

By: William G. Cox
(Type Debtor's Name)

William G. Cox, President
(Debtor Sign Here)

C.G. Enterprises, Inc.
(Type Debtor's Name)

By: Arthur C. Cox, Sr.
Arthur C. Cox, Sr., President
(Type Signer's Name)

TO FILING OFFICER: After this Statement has been recorded please mail the same to: The Riggs National Bank of Washington, D.C., 1913 Massachusetts Avenue, N.W., Washington, D.C. 20036.

Mail to _____

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Brownell Electro, Inc.

Address 85 Tenth Avenue, New York, NY 10011

2. ~~SECURED PARTY~~ Lessor

Name Manufacturers Hanover Leasing Corporation

Address 270 Park Avenue, New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
The property described on Exhibit A attached hereto and made a part hereof together with all accessions, additions and attachments thereto replacements and substitutions therefor and all proceeds (including proceeds of insurance) thereof. Lessee has no power to sell, transfer or otherwise dispose of said property. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY, as the property covered hereby is subject to a lease transaction.

4595-00301 515-50
Anne Arundel Cty/MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

J. P. Mazzini, v.p.
(Signature of Debtor)

Brownell Electro, Inc.
Type or Print Above Name on Above Line

J. P. Mazzini, v.p.
(Signature of Debtor)
Brownell Electro, Inc.
Type or Print Above Signature on Above Line

Manufacturers Hanover Leasing Corporation
(Signature of Secured Party)

Ronald J. Waack JP
Type or Print Above Signature on Above Line

11.00

FILED

1995 AUG -7 AM 11:14

mly

EXHIBIT A

<u>QTY.</u>	<u>MANUFACTURER/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
1	Sperry Univac	CRT	045542

BY: _____

BROWNELL ELECTRO, INC.

Brownell Electro, Inc.
717C Hammonds Ferry Road
Linthicum Heights, MD 21090

Mail to *Manufacturers Hanover Leasing*

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Filed Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) GMP Corporation, Inc. 1582 Rossback Road Davidsonville, Anne Arundel, MD 21035		Secured Party Name and Address Hoover Forklift Sales, Inc. 5 Marcia Court Boonsboro, MD 21703
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Pettibone Super 6 Highlift, S/N 2595		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>GMP Corporation, Inc.</u>		Secured Party <u>Hoover Forklift Sales, Inc.</u>
By <u>[Signature]</u> Title <u>President</u>		By <u>[Signature]</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Charles Fote</u>		<u>H. Gene Hoover</u> <small>Type or print name of person signing</small>
<small>Type or print name(s) of person(s) signing</small>		
<small>5-SA-989D</small>		

Mailed to Assignee

FILED

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11.00
[Signature]

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Business Leasing Associates, Inc.
Address 528 College Parkway, Ste H, Annapolis, MD 21401

2. SECURED PARTY

Name Westinghouse Credit Corporation at Suite 310
Address 9841 Broken Lane Parkway
Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Security to include any and all leases from time to time assigned to Westinghouse Credit Corporation including all of the equipment and other property which is the subject matter of such leases and including all returned or repossessed equipment with all additions and attachments together with any and all proceeds of whatever nature arising therefrom.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Charles A. White Jr.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Westinghouse Credit Corporation

[Handwritten Signature]
(Signature of Secured Party)

Lonnie Whiteley

Type or Print Above Name on Above Line

Mailed to Secured Party

1985 AUG - 7 AM 11: 14

FILED

11.00
mlay .50

(xx) Not Subject to Recordation Tax
 () Recordation Tax of \$_____ on
 Principal Amount of \$_____ is
 enclosed/has been paid (strike
 inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE O'Brien Home Builders, Inc.
 (Name or Names)
130 Holiday Court, Annapolis, Md. 21401
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
 of LESSOR (Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - IBM PC/XT Computer with 10 Megabyte Hard Disk, 256 K RAM,
 360 K Diskette Drives, Epson FX 100 Printer; 1-Software Shop
 Construction System.

FILED
 1985 AUG -7 AM 11:14

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE O' Brien Home Builders, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: PEG OBRIEN, Director of Finance By: Gordon T Hill President
 (Title) (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Baltimore Federal Financial, F.S.A.,
 (Title) P. O. Box 116

(Type or print name of person signing) Baltimore, MD 21203
 Mail to Attn: Jack Stamerro 11.06
 mls 50

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- LESSEE Annapolis Service Center, Inc.
(Name or Names)
1401 Forest Drive, Annapolis, Maryland 21401
(Address)
- LESSEE _____
(Name or Names)

(Address)
- LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
- ASSIGNEE (if any)
of LESSOR Harbor Federal Savings & Loan
(Name or Names)
3200 Eastern Avenue Baltimore, Maryland 21224
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - SP 84 Rotary Lift

FILED
1965 AUG -7 AM 11:14

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Annapolis Service Center, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Richard E. Lomax President (Title) By: R. J. Brown V.P. (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ (Title) Return to: Harbor Federal Savings & Loan
P. O. Box 12309
Baltimore, MD 21281-2309

Mail to Attn: Bob Williams *mlg*

257769

LIBER - 488 PAGE 30

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Elwood G. Trapp, Jr. 627 N. Hammonds Ferry Rd. Linthicum, Md. 21090	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 1985 Western Star 4964-0 Ser.# 2WMPZCZZ7FK913572 Cummins NTC 400 Ser.# 32117745 Fuller RTO 12513 Ser.#112478 Rockwell SSHD Front 279684 Rear 232721		5 Assignee(s) of Secured Party and Address(es) Associates Comm. Corp. P.O. Box A College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

By: Elwood G. Trapp, Jr.
 Signature(s) of Debtor(s)

Filing Officer Copy-Alphabetical

By: Washington Freightliner, Inc
 Signature(s) of Secured Party(ies)

603469 Rev. 12-80
 12.50

Mailed to Assignee

FILED
 1985 AUG -7 AM 11:14

mlg

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Contemporaries, Inc. 11400 Rockville Pike Rockville, MD 20852</p>	<p>2 Secured Party(ies) and address(es)</p> <p>North Supply Company Attn: Leasing Department Box 600 Industrial Airport, Ks 66031</p> <p># 20025</p>	<p>3 Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	--

4 This financing statement covers the following types (or items) of property:

One Eagle Telephone System
Five telephones with 20 buttons and handsfree talk back

ASSIGNEE OF SECURED PARTY AND ADDRESS
C.I.T. FINANCIAL SERVICES CORPORATION
9225 Ward Parkway Suite 260
Kansas City, MO 64114

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Contemporaries, Inc.

By: *Cabrera Gentleman*
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

11:30

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Assignee

FILED

1985 AUG -7 AM 11:14

mlg

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) EAST-WEST TRUCKING, INC. dba COUGAR TRANSPORT 108 Wellham Ave. N. E. Glen Burnie, MD 21061 Fed. I. D. 52-1315569	2. Secured Party(ies) and address(es) REDEX, INC. P. O. Box 15370 Salt Lake City, UT 84115	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All accounts receivable, instruments, and general intangibles, including, without limitation, freight bills, of Debtor, presently existing or hereafter arising or created.		5. Assignee(s) of Secured Party and Address(es) ZIONS FIRST NATIONAL BANK Commercial Loan Dept. P. O. Box 25822 Salt Lake City, UT 84125

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court / Anne Arundel County

EAST-WEST TRUCKING, INC. dba COUGAR TRANSPORT

REDEX, INC.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

12:50

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1-05

Mailed to Assignee

FILED
1985 AUG -7 AM 11:14

[Handwritten initials]

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) EAST-WEST CONSOLIDATORS, INC. dba CONSOLIDATED TRAILER TRANSPORT 108 Wellham Ave. N. E. Glen Burnie, MD 21061 Fed. I. D. 52-1315569	2. Secured Party(ies) and address(es) REDEX, INC. P. O. Box 15370 Salt Lake City, UT 84115	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

4. This financing statement covers the following types (or items) of property:

All accounts receivable, instruments, and general intangibles, including, without limitation, freight bills, of Debtor, presently existing or hereafter arising or created.

Note: "Not subject to Recordation Tax" →

5. Assignee(s) of Secured Party and Address(es)
ZIONS FIRST NATIONAL BANK
Commercial Loan Dept.
P. O. Box 25822
Salt Lake City, UT 84125

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court / Anne Arundel County

EAST-WEST CONSOLIDATORS, INC. dba CONSOLIDATED TRAILER TRANSPORT
By: [Signature]
Signature(s) of Debtor(s)

REDEX, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1-0S 12.50/50

FILED
1985 AUG -7 AM 11:14
Mailed to Assignee
mlcf

ANNE ARUNDEL CO.

ACC. #074-68-609739

257703

LIBER - 488 PAGE 34

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Robert Pokoj 7 Coach Lane Baltimore MD 21225	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore, Maryland 21203 Attn: P. O. BOX 1573 BALTIMORE, MD. 21203 Return to Secured Party MITCH
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
- E. Other.
1972 PRINCESS
VIN # 12987

- 4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 9,500.00

DEBTOR: _____
 By: Robert Pokoj
 By: _____
 By: _____

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND
 By: Sandra Lee Miller
 By: _____
 By: _____

JUNE 17 19 85
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Stamps \$ 66.50
 Records 11.00
 Postage 77.50
 50
 \$ 78.00

Mailed to Secured Party

FILED
1985 AUG -7 PM 1:52

11.00
66.50
50

mlaf

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 27, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bell, David, R. and Bell, Patricia, S.

Address Box 100, Delaware Ave., Churchton, Maryland 20733

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Cabo Rico, USA, Inc. 38' Hull # CQB3807084B^M
Engine: Perkins, 50hp, diesel, single serial # ED70058U596152
Additional Equipment: VHF, air conditioning and heat,
depth finder, knot meter, roller furling

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David R. Bell
(Signature of Debtor)

David R. Bell
Type or Print Above Name on Above Line

Patricia S. Bell
(Signature of Debtor)

Patricia S. Bell
Type or Print Above Signature on Above Line

NOT SUBJECT TO RECORDATION TAX

Joseph M. Stewart
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

FILED

Mailed to Secured Party

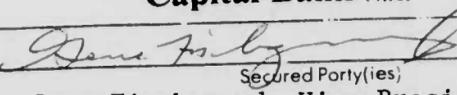
1985 AUG -7 PM 1:52

12.00
mly

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		Na. of Additional Sheets Presented:	3. Bank Note No. 211000045770
1. Debtor(s) (Last Name First) and Address(es): Professional Services Corporation 10340 Democracy Lane Fairfax, VA 22030	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006		4. For Filing Officer: Date, Time, File No., Filing Office:
5. This statement refers to original Financing Statement bearing File No. <u>474 - 553</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>JUL 18 1984</u>			
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the termination statement.)			
7. <input checked="" type="checkbox"/> Termination. The secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the termination statement.)			
8. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 11 have been assigned to the assignee whose name and address appear in Item 11.			
9. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 11.			
10. <input checked="" type="checkbox"/> Release. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.			
11.			

12. Signatures:

By _____ Debtor(s) (necessary only if Item 9 is applicable.)

By  Secured Party(ies)
 Gene Fischgrund, Vice President

FINANCING STATEMENT CHANGE

FORM #8.44

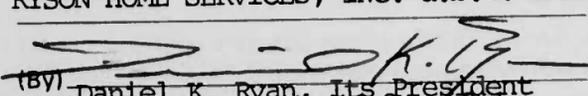
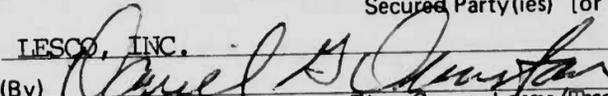
10:50
UCC 3



Mailed to Secured Party

FILED

1985 AUG -7 PH 1:52

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): RYSON HOME SERVICES, INC. d.b.a. LAWN PRO 2121 Baldwin Avenue Crofton, Maryland 21114	(2) Secured Party(ies) (Name(s) And Address(es): LESCO, INC. P.O. Box 16915 20005 Lake Road Rocky River, Ohio 44116	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. The customer list or lists used by Debtor containing names, addresses and other information regarding parties (a) whom Debtor has or may solicit for the sale of goods or se-vices or (b) to whom Debtor sells or has sold goods or services, as such list or lists may from time-to-time be amended or modified. Not subject to recordation tax. <input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) RYSON HOME SERVICES, INC. d.b.a. LAWN PRO  (BY) Daniel K. Ryan, Its President Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] LESCO, INC.  (By) Daniel G. Dunstan, Its Secretary/Treasurer Signature of Secured Party Permitted in Lieu of Debtor's Signature:	(1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11:50

UCC-1

Mailed to Secured Party

FILED

1986 AUG -7 PM 1:52

mls

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... July 10 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 256231 in Office of Clerk of Court, A. A. MD
484-173 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Anthony J & Arlene D Finazzo
2575 Hausley Rd
Annapolis MD 21401

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Mail to
By
Herschold Finerman, Esq. Secured Party
Its Branch Office Manager



FILED

1985 AUG -7 PH 1:52

10.00
.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Matthews Construction Co. Inc. 651 Queenstown Road Severn, AA Co., Md. 21144	2 Secured Party(ies) and Address(es) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum, Md. 21090	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: (1) 1985 Mack Truck VIN# 1M2P140C9FA012904 with 14' Benson Aluminum Dump Body Serial# 85-238 DOCUMENT NOT SUBJECT TO RECORDATION TAX		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box "A" College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

Matthews Construction Co., Inc. Baltimore Mack Trucks, Inc.

By: Ronald H. Matthews Treas. By: J. J. J. J.
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

603469 Rev. 12-80
12.50

Filing Officer Copy — Alphabetical

Mailed to Assignee

FILED
 1985 AUG -7 PM 1:52

mls

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 244858..... recorded in
Liber 455....., Folio 392..... on November 8, 1982..... (Date).

1. DEBTOR(S):
 Name(s) U S X, INC.
 Address(es) 207 Ridgely Avenue, Annapolis, Maryland 21401

2. SECURED PARTY:
 Name MARYLAND NATIONAL BANK
 Address P. O. Box 249, Chestertown, Maryland 21620

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

.....

SECURED PARTY
 MARYLAND NATIONAL BANK
 By *[Signature]*
 LARRY CROUCH, SENIOR BRANCH OFFICER
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.



Mailed to Secured Party

FILED
 1985 AUG -7 PM 2:01

10.00
 .50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Holtman, Dorothy F. D & B Grocery 306 Magothy Beach Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Mid-Continent Refrigerator Company 5961 East 39th avenue Denver, CO 80207	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. #27738 Filed with <u>Clerk of Court</u> Date Filed <u>3/26</u> 19 <u>81</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

P/C #C3436/43249

No. of additional Sheets presented:

<u>D & B Grocery</u>	<u>MID-CONTINENT REFRIGERATOR COMPANY</u>
By: <u><i>Dorothy F. Holtman</i></u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <u><i>M. Albert</i></u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10:06:50

↘
 Dorothy F. Holtman
 D+B Grocery
 Mail to 306 Magothy Beach Road
Pasadena, Md. 21122

D. E. CLERK

FILED

1985 AUG -7 PM 2:01

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8506019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 14, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Easter Sales Professionals
Address 3 Church Cicle - suite 210, Annapolis, Md, 21401

2. SECURED PARTY
Name Charles A. Murray ITF *Bronteewe*
Address 10014 N. Dale Mabry, Suite 101, Tampa, Fla. 33618

mail copy to: Business Leasing Associates, Inc., 1520 King St., Alexandria, Va. 22314
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 14, 1988

4. This financing statement covers the following types (or items) of property: (list)

- 1 compaq deskpro 3447520361
- 1 compaq amber monitor 9500640
- 1operating system 3.0
- 1 citatch printer 054270

1985 AUG - 7 PM 2:01 FILED

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Franklin Christopher
(Signature of Debtor)

Franklin Christopher
Type or Print Above Signature on Above Line

Richard J. Zobel
(Signature of Debtor)

Richard J. Zobel
Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Charles A. Murray
Type or Print Above Name on Above Line

mla/11.00 .50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8506011

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 4376.25

If this statement is to be recorded in land records check here.

This financing statement Dated Jun 28 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald

Address 2411 Crofton Lane, Suite 22B, Crofton, Maryland 21114

2. SECURED PARTY

Name Business Leasing Associates, Inc.

Address 1520 King Street, Alexandria, Virginia 22314

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 28 1986

4. This financing statement covers the following types (or items) of property: (list)

1 IBM Computer # 56 292705160

1 Brother Printer # F079250

1985 AUG - 7 PM 2:01

FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

Mailed to Secured Party

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

Al Khan

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Joseph L. Fellona, President

Type or Print Above Name on Above Line

[Handwritten] 11.00
50

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,500.00
- To Be Recorded in Land Records (For Fixtures Only).

NAME	ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City State
<u>Annapolis Construction, Inc.</u>	<u>3254A</u>	<u>Harness Creek Rd.</u>	<u>Annapolis Maryland 21403</u>
<u>Richard L. Clow, President</u>			

2. Secured Party (or assignee)
 → SUBURBAN BANK 12125 Viers Mill Rd. Silver Spring Md. 20906

3. This Financing Statement covers the following types (or items) of property:

1973 J.I. Case Tractor Loader/Backhoe - Model #580B - Serial #8730921

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:
SUBURBAN BANK

Debtor(s) or Assignor(s)
Annapolis Construction, Inc.
 X Richard L. Clow, President

By: Jane H. Tisdale
 Type Name Jane H. Tisdale
 Title Retail Banking Officer & Manager

 Type or Print Name and Title of Each Signature

FILED

Mailed to Secured Party

1985 AUG -8 AM 8:44

11.00
59.50
50

mly

STATE OF MARYLAND
CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

PLEASE SUPPLY IDENTIFYING FILE NO.,
LIBER NO., FOLIO NO. AND THE DATE OF THE
FILING ON THIS STATEMENT ONCE RECORDED
Identifying File No. 257800

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEASE FINANCING CORPORATION
Address 3 Radnor Corporate Center, 100 Matsonford Rd., Radnor, PA 19087

2. SECURED PARTY

Name CONTINENTAL BANK
Address 1535 Locust Street, Philadelphia, Pennsylvania 19103

Anna M. O'Hora, LFC, 3 Radnor Corporate Center, Suite 400, Radnor, PA 19087
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Manufacturing and office equipment of every kind and nature, including but not limited to the equipment described on Schedule A attached hereto, leased to Cardinal Industries, Inc., under Lease No. 185-1545.1 dated as of February 11, 1985; said Lease and all rentals and other sums due thereunder; and all proceeds, including insurance, and general intangibles related thereto.

See Schedule B attached hereto for record owner and description of real property.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James C. Ebbert, V.P.
(Signature of Debtor)

LEASE FINANCING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CONTINENTAL BANK

Type or Print Above Signature on Above Line

LIBER - 488 PAGE 46

FILED
1985 AUG - 8 AM 8:51

22.00
50

22.00
50

DESCRIPTION
Air Lines
Air Compressor
Wench and Controls
Time Clock and Racks
Hydraulic Lift
Maintenance Fence
Welder and Fabrication Equipment
Lawn Care Equipment
8,000# Forklift
6,000# Forklift
14 Self-Dumping Hoppers
Wet Core Line
Ceiling Spray Line
Sidewall Conveyor System
Carpet Cutting Frame
Carpet Cutter
Carpet Rack
Walltex Rack
Portable Walltex Rack
Walltex Cutting Table
Walltex Cutter
Plumbing Table
Rolled Felt Rack
Deck Visqueen Rack
Wheels for Assembly Line

DESCRIPTION
Miscellaneous Tables
Half Flat Ceiling Line
Ceiling Storage Racks
Door Racks
16' Drywall Handling Fork Device
Aerial Platform Lift
Deck Lifting Frame
Ceiling Lifting Frame
Roof Lifting Frame
Sidewall Lifting Frame
Wetcore Lifting Frame
Drop Ceiling Handling Device
Ceiling Transfer Device
Cathedral Roof Cap Hooks
Frontwall Lifting Device
Rearwall Lifting Device
Cathedral Lifting Frame
Vacuum Lifts
Deck Jlg
Sidewall Jigs (2)
Rearwall Jlg
Frontwall Jlg
Ceiling Jlg
Roof Jlg
Shingle Jlg

DESCRIPTION
Interior Wall Jig
Water Closet Flange Pipe Cutting Jig
Motel Soffit Jig
Utility Wall Jig
Half Ceiling Jig
Standard Interior Wall Jig
Universal Ceiling Jig
Window Frame Table
Templates
Core Line Decks
Sheathing Jig (Cathedral Cap)
Safety Harness
Tile Adhesive Sprayer
Walltex Adhesive Sprayer
Ceiling Texture Sprayer
Glue Sprayers
Dust Collection System
Construction Adhesive Sprayer
Waste Compacter
Office Partitlons (8,000 sq. ft. area)
Office Furniture (16,000 sq. ft. area)
Office Machines (copying machines, typewriters)
One Used Reconditioned Stetson Ross Model MR-10 Gang Rip Saw equipped with a 30 HP motor and electrical controls wired for AC 3/60/230/460 volt operation

DESCRIPTION
One New Powermatic Model 31, 20" Bandsaw equipped with a 2 HP TEFC motor and magnetic controls wired for AC 3/60/230/460 volt operation, work lamp, circle cutting attachment, miter gauge, rip fence and complete with all standard equipment.
One New Powermatic Model 1150A Drill Press; equipped with a 3/4 HP 1800 RPM TEFC motor and magnetic controls wired for AC 3/60/230/460 volt operation, step pulley, tilt table and complete with all standard equipment.
Model 50 Powermatic 6" Jointer with 3/4 HP, 230 volt 3-phase motor, magnetic controls, floor stands.
One Powermatic Model 180 18" Planer with 5 HP, 230 volt 3-phase motor, belt drive; 3 knife heads, magnetic controls, knife grinding attachment
One New Powermatic Model 26 Universal Spindle Shaper equipped with a 1" solid spindle, a 5 HP TEFC motor and magnetic controls wired for AC 3/60/230/460 volt operation, reversing switch and complete with all standard equipment.
One New Whirwind 212 LH 10 HP Upcutting Cutoff Saw with matnetic controls wired for AC 3/60/230/440 volt operation, filter-oiler-regulator, 12' outfeed ledge with 6 stops and 12' infeed table with leg, 18" blade and all standard equipment
Panel Saw -- Model 42HD-12 Eccles & Cain Heavy Duty Panel Saw Undercutting, Belt Drive with Scoring Blade
Powermatic Model 30B Belt & Disc Sander 1 1/2 HP 230 volt 3-phase motor, magnetic controls
Electric connecting equipment for all cutting equipment
Clary Saw -- Craftmaster, Model 308, 24' cutting length
Powermatic Model 68, 12" Table Saw equipped with a 5 HP TEFC motor and magnetic controls wired for AC 3/60/230/460 volt operation

SCHEDULE A (Continued)
CARDINAL INDUSTRIES, INC.
Lease No. 185-1545.1

LEADER - 488 PAGE 48

Page 3 of 3 Pages

DESCRIPTION
Material Storage Racks
Drywall Cutter
Floor Scrubber
Utility Vehicle
Miscellaneous -- i. e., floor sander, employee lockers, miscellaneous hand tools, (not perishable), shop desks, wire baskets, etc.
DeWalt Model 3576 16" Radial Arm Saw equipped with a 7.5 HP TEFC motor and magnetic controls wired for AC 3/60/230/440 volt operation and complete with all standard equipment.

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SCHEDULE B

Page 1 of 1 Pages

Record Owner: CARDINAL INDUSTRIES, INC.

DESCRIPTION

All that piece or parcel of land situate, lying and being in Anne Arundel County, Maryland consisting of 35.298 acres, more or less, situate on the east side of Hammonds Ferry Road, Anne Arundel County, Maryland, being also known as Lot 2 as shown on Plat entitled "Cardinal Industries, Inc. Property", sheets 1 of 2 and 2 of 2, recorded among the land records of Anne Arundel County, Maryland in Plat Book Number 94 page 23 and 24.

Mailed to Secured Party

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated June 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PISCITELLI: Eugene F. and Pamela J.
Address 1820 Milvale Road, Annapolis, MD 21401

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1981 31' Tiara 3100 Pursuit Fiberglass Hull # SSUP1047M810
- 1981 270 HP Twin Crusader Gas Engines # CH27032862, CH27032861

First Assignee:
Midlantic National Bank
2 Broad Street
Bloomfield, NJ 07003

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Eugene F. Piscitelli
(Signature of Debtor)

Eugene F. Piscitelli
Type or Print Above Name on Above Line

Pamela J. Piscitelli
(Signature of Debtor)

Pamela J. Piscitelli
Type or Print Above Signature on Above Line

Mailed to Assignee

Mary M. Marburg agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

FILED
1985 AUG -8 AM 8:51

mlg 12.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. \$126.00

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Arundel Crane Service Corporation

David A. Cearfoss, President
(Signature of Debtor)

David A. Cearfoss, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel
(Signature of Secured Party)

(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.
Type or Print Above Signature on Above Line

FILED

1985 AUG -8 AM 8:55

17.00
126.50

AK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 30th day of June 1985 by and between

Arundel Crane Service Corporation having its principal place of business at
115 Wellham Avenue, Glen Burnie, Maryland 21061

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Arundel Crane Service Corporation (Seal)

By David A. Cearfoss, president (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS

David A. Cearfoss being duly sworn, deposes and says:

- 1. He is the President of Arundel Crane Service Corporation
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this
day of 19

David A. Cearfoss

NOTARY PUBLIC

STATE OF COUNTY OF SS

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of Arundel Crane Service Corporation who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 30, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JLG Lift	60F	727936
One (1)	JLG Lift	40F	721765
Two (2)	Parker Lift	2022	2749
Two (2)	Parker Lift	2021	4782741
One (1)	Parker Lift	2015	1078-3290
One (1)	Wood Industrial Products Company Compressor & Pallets		
One (1)	Kalamazoo Metal Cutting Band Saw		
One (1)	Lincoln Arc Welder		
One (1)	Westinghouse Air Compressor		
One (1)	Lot-Mobile Radios		
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: *D. A. C. Corp. president*

Mailed to Secured Party

Anne Arundel
7/3 578 52 9580 P

257803

LIBER - 488 PAGE 55

Buyer's (Debtor's) Name (Last name first) <i>Sherman, James</i> N.	Purchaser's Mailing Address <i>904 Fiorenza Drive</i>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <i>Lothain rd 20711</i>	Zip Code
Seller's Name <i>Polycut Implement Co, Inc</i>	Seller's Address <i>5030 S.E. Crain Hwy, Upper Marlboro, Md 207</i>	Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 578-52-9580

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	318	tractor	M00318X290794
1	N	JD	46"	mower	

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 4949
Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
~~P.O. Box 505~~ 4949
Syracuse, N.Y. 13201
13221

Debtor resides in Anne Arundel (County) Note dated and signed 7/3/85 (Date) Debtor's Telephone No. 301-627-4634

James N. German
(Debtor's Signature)
James N. German
(Debtor's Signature)

Polycut Implement Co, Inc
(Seller's Name)
Robert A. Dixon
Seller's (Secured Party) Signature Robert A. Dixon, Pres.

(Do not write below this line)

Mailed to Assignee

FILED

1985 AUG -8 AM 8:55

11.00
.50

JK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tri-Continental Leasing Corporation
Address P.O. Box 907, 95 North Route 17 South, Paramus, New Jersey 07653

*ANNE ARUNDEL
ANNAPOLIS
COUNTY*

2. SECURED PARTY

Name Investors Savings & LOan Association
Address 249 Millburn Avenue, Millburn, New Jersey 07041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Lease #23356 (165)
Lessee: Applicant Parts Centers
Equipment: ONE Triad 1202 CPU: (2) 2570 Terminals: (2) 3100 Printers
Equipment Location: 1959 West Street
Annapolis, MD 21401

1905 AUG - 8 AM 8:59
FILED

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRI-CONTINENTAL LEASING CORPORATION
[Signature]
(Signature of Debtor)

TRI-CONTINENTAL LEASING CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

INVESTORS SAVINGS & LOAN ASSOCIATION
Type or Print Above Signature on Above Line

11.00
50
JK

257005

LITER - 488 PAGE 57

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc. Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Miller-Mull & Company 60 Gould Center Rolling Meadows, IL 60008	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
Collateral: AT&T Information Systems, Inc. switching and telephone equipment as listed on Exhibit A (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.

ASSIGNEE OF SECURED PARTY
 Sigma Financial Inc.
 60 Gould Center
 Rolling Meadows, IL 60008

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX
 No. of additional Sheets presented: 4

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered
 Filed with: County Recorder - Anne Arundel, MD

By: R. C. Mull
 Signature(s) of Debtor(s)

By: [Signature]
 Signature of Secured Party

21.00
50

(STANDARD)
 (1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 Modern Lien Terms CHICAGO

FILED
 1985 AUG -8 AM 9:02

AK

*Equipment Location: Gould Inc
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061*

Page 1 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	201C 400BPS PL-S/R
1	2400BPS SR
2	24/48/72/96PBS SR
1	212A
1	AUTO TEL-ADD CODERS
1	AUTO TEL-N REMOT ADJ
1	1# DIALER-ROT
34	VOLUME CONTROL /OBSSO
1	HANDSET
1	HANDSET-ADDITIONAL
32	TRANSMITTER CONFIDEN
1	KEY BELL CUTOFF
36	KEY BELL CUTOFF
2	KEY TRANSFER
7	TEL-WALL TT DATA
1	TRIMLINE TCHTONE TEL
1	HEADSET - ADDITIONAL
1	HEADSET - KS20778
1	ELECTRONIC 5 BUT TEL
4	BELL-EXT/STA
3	GONG-EXT/STA
1	HORN - INDOOR
1	CADP
1	CADP
14	ARS-EA FX/WATS/CCSA
4	SMDR
1	MOD CE
1	MOD CE
1	DUAL DATA CHAN CKTPK
1	DUAL DATA CHAN CKTPK
3	TK CIR CAR
3	TK CIR CAR
27	TK CR PK-CO WO DID
2	TK CR PK-CO WO DID
27	TK CR PK-CO WO DID
2	TK CR PK-CO WO DID
13	TK CR PK-CO/DID
13	TK CR PK CO/DID
1	TK CR PK-CO/AUX

EXHIBIT A

Equipment Location: Gould Inc
 Defense Electronics Division
 6711 Baymeadow Drive
 Glen Burnie, MD 21061

Page 2 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TK CR PK-CO/AUX
13	TK CR PK-TT RCU
13	TK CR PK-TT RCU
1	TK CR PK-ATD CF
1	TK CR PK-ATD CF
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	EMRG PWR FL TFR PL
1	LINE CABINET
1	LN GP CON CAR W/O MW
3	LN GP CON CAR W/O MW
3	LN CKT CAR W/O MW
7	LN CKT CAR W/O MW
1	LN CKT CAR W/O MW
7	LN CKT CAR W/O MW
1	LN CKT PK W/O MW
145	LN CKT PK W/O MW
16	LN CKT PK W/O MW
145	LN CKT PK W/O MW
16	FREQUENCY GENERATOR
3	FREQUENCY GENERATOR
3	ATD INF CIR PK
1	ATD INF CIR PK
1	LGE WTH DSS+ACI
1	LGE WTH DSS+ACI
1	SMDR CE+CAB+CAR
1	SMDR CE+CAB+CAR
1	TK CR PK-REC ANC
1	TK CR PK-REC ANC
1	LDSPKR PAG IF CIR
1	LDSPKR PAG IF CIR
1	SMDR TM-DIR OUT UN
1	SMDR TM-DIR OUT UN
1	MEM CIR PK 16K
9	MEM CIR PK 16K
9	

EXHIBIT A

*Equipment Location: Gould Inc
 Defense Electronics Division
 6711 Baymeadow Drive
 Glen Burnie, MD 21061*

Page 3 of 4

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	TTN SMDR CKT PK
3	TTN SMDR CKT PK
1	D2000-4 CAB SYSTEM
7	TEL WALL TT DATA
1	ROTARY DESK TEL
500	TOUCH-TONE DESK TEL
21	TOUCH-TONE WALL TEL
3	TOUCH-TONE DESK TEL
3	TOUCH-TONE DESK TEL
180	TOUCH-TONE DESK TEL
10	SET TT DESK
15	SET TT DESK
1	TRIMLINE TOUCH-TONE
12	TOUCH TONE WALL SET
1	MET 5 But ECTS
15	MET 10 But ECTS
4	MET 10 But ECTS
1	MET 30 But Cnt Ans
1	MET 30 But Cnt Ans
1	10B MET Blt N Spkrph
1	10B MET Blt N Spkrph
1	Aux Cab 117V Basic
1	Line Carrier W/O MW
1	Trunk Port Carrier
2	1 Chan Repeater W/Re
1	ECTS Com Eqpt W/Cab
1	ECTS Steering Pack
2	ECTS Steering Pack
2	ECTS Steering Pack
15	CP-LC2C Line Pack
16	CP-LC2C Line Pack
17	CP-LC2C Line Pack
16	CP-LC2C Line Pack
11	CP-LC2C Line Pack
1	Quad Data Channel
16	CO Trunk Pack-DID

EXHIBIT A

Equipment Location: Gould Inc
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

Page 4 of 4

QUANTITY

DESCRIPTION

1	ECTS C/E W/O Cab-3
1	Line Cabinet
1	Lgcc No MW Mt Ln Cab
1	T/D Clk Syn Bat B/U
4	CP-LC500 256K Memory
1	CP-LC144B Tod Clksyn
1	Alm Pnd Sng Proc-Ret
1	256K Control Carrier

Mailed to Assignee

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Palmer, David M.

Address 803^{1/2} Clark Station Road, Severn, Maryland 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street, Brentwood, Maryland 20722

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party:

Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David M. Palmer
David M. Palmer
(Signature of Debtor)

Washington Freightliner, Inc.

David M. Palmer, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

William Fenwick, President
Type or Print Above Signature on Above Line

FILED
1985 AUG -8 AM 9:02

21.00
.50

OK

ASSIGNMENT

LIBER - 488 PAGE 63

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated July 10, 1985 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and David M. Palmer, 8034 Clark Station Road, Severn, Maryland 21144

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 32,598.36

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of July, 19 85

Washington Freightliner, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CA-L-5

CONDITIONAL SALE CONTRACT NOTE LINER - 488 PAGE 64

TO: Washington Freightliner, Inc. ("Seller") FROM: David M. Palmer ("Buyer")
4100 41st Street, Brentwood, MD 20722 8033 Clark Station Road, Severn, MD
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions: 21144

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1979 Utility Refrigerated Trailer Unit #1088105628, S/N 7192661001. One (1) 1977 Utility Refrigerated Trailer, Unit #3928645, S/N 7168878003.

(1) CASH SALE PRICE	\$ 30,000.00
(2) DOWN PAYMENT in Cash	\$ 5,000.00
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ -0-
(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 25,000.00
(5) INSURANCE and other Benefits	\$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	\$ 400.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 25,400.00
(8) FINANCE CHARGE (Time Price Differential)	\$ 7,198.36
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 32,598.36
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 37,598.36

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
8034 Clark Station Road, Severn, Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty two thousand five hundred ninety eight and 36/100 *****

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 25th day of August, 19 85, and continuing on the same date each month thereafter until paid; the

first 35 installments each being in the amount of \$ 905.51 and the final installment being in the amount of \$ 905.51 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 10, 19 85

BUYER(S)-MAKER(S):

Accepted: Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

David M. Palmer (SEAL)
(Print Name of Buyer-Maker Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

By: David M. Palmer
Co-Buyer-Maker: _____ (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. ~~Buyer hereby irrevocably authorizes any attorney of any court of record to appear and confer judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder, agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment to Assignee. Assignee is hereby authorized to file one or more financing reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

INITIAL HERE
 INITIAL HERE
 INITIAL HERE

11088 - 488 PAGE 65

Mailed to Assignee

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

Franki Foundation Co.
State Route 3
Crofton, MD 21114

European American Bank
10 Hanover Square
New York, New York 10015
Attn: Legal Dept./2532

4. This financing statement covers the following types (or items) of property:
Equipment including but not limited to concrete mixers and Belgian Pile Driving, as described in detail on attached schedule A1-3 rigs

5. Assignee(s) of Secured Party and Address(es)

Recordation tax not applicable

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL COUNTY

FRANKI FOUNDATION CO.

By: [Signature] - V.P.
Signature(s) of Debtor(s)

EUROPEAN AMERICAN BANK

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1700
.50

FILED

1985 AUG -8 AM 11:37

OK

SCHEDULE A-1

MS1602 61 NEW ENGLAND DISTRICT
 SORT BY EQUIPMENT ID ONLY

MASTER EQUIPMENT LIST
 FROM 0/00/00 THRU 3/11/85

RUN DATE 3/11/85 11:32
 REQUESTED AT MS
 SELECTED BY INDIVIDUAL EQUIPMENT ID

PAGE 1

EQUIP ID	LIST/UNITS	DESCRIPTION	MODEL AND SERIAL NUMBERS	UNITS TO-DATE	ACQUISITION COST & DATE	LOCATION	AVAIL. DT.
HD-007		DIESEL HAMMER	HERA 3500	0 HOURS	53,900 USED 6/161	WOBURN YARD	5/15/84
4970		W/ ROUND GIBBS	7392	0 FEET	11/31/77 USED 6161		4
HD-008		W/ ROUND GIBBS	HERA 3500	196 HOURS	27,000 USED 6363	POPFAND YARD	11/10/84
4975		DIESEL HAMMER	7493	0 FEET	11/31/77 USED 6161	POPFAND YARD	4
HD-011		DIESEL HAMMER	HERA 5000	0 HOURS	47,800 USED 6161	WOBURN YARD	5/15/84
4870			7826	0 FEET	6/31/77 USED 6161		4
KH-002		FRASCHAK CONCRETE PLANT	0122-03	0 HOURS	7,000 NEW 642000	NEW YORK	4
5028		21 C.F. - STATIONARY	249378 ?	0 NO. OF SHIFTS	3/14/78 NEW YORK		
KH-003		MASTER CONCRETE PLANT	0122-03	0 HOURS	6,500 NEW 6363	POPFAND YARD	3/16/84
5076		21 C.F. - STATIONARY	250878	0 NO. OF SHIFTS	8/11/78 POPFAND YARD		4
KH-004		BARBADOS CONCRETE PLANT	0122-04	0 HOURS	18,400 NEW 6363	POPFAND YARD	5/15/84
4880		21 C.F. - STATIONARY	248377	0 NO. OF SHIFTS	8/31/77 POPFAND YARD		5
KH-005		CENTURY CONCRETE PLANT	2020	32 HOURS	43,000 USED 6343	POPFAND YARD	10/19/84
5032		54 C.F. - STATIONARY	5601	23 NO. OF SHIFTS	3/28/78 POPFAND YARD		5
KH-006		FRASCHAK CONCRETE MIXER	0122-03	128 HOURS	17,000 NEW 6262	CROFTON YARD	1/18/85
5174		21 C.F. - PORTABLE	251278	16 NO. OF SHIFTS	10/06/78 CROFTON YARD		4
KH-007		FRASCHAK CONCRETE MIXER	0122-03	128 HOURS	10,400 NEW 622133	ATLANTIC CITY	4
5178		21 C.F. - PORTABLE	251378	16 NO. OF SHIFTS	10/06/78 ATLANTIC CITY		4
KH-008		FRASCHAK CONCRETE MIXER	0122-03	48 HOURS	10,500 NEW 622133	ATLANTIC CITY	4
5182		21 C.F. - PORTABLE	251478	6 NO. OF SHIFTS	10/06/78 ATLANTIC CITY		4
KH-009		FRASCHAK CONCRETE MIXER	0122-03	140 HOURS	10,400 NEW 6262	POPFAND YARD	1/23/85
5186		21 C.F. - PORTABLE	251578	17 NO. OF SHIFTS	10/06/78 POPFAND YARD		4

LISTED 11 MACHINES FOR COMPANY 61 TOTAL ACQUISITION COST 251,900
 FINAL TOTAL 11 MACHINES LISTED FINAL TOTAL ACQUISITION COST 251,900

by [Signature]
 FRANKI FOUNDATION CO.

[Signature]
 EUROPEAN AMERICAN BANK
 DATE: 4/15/85

SCHEDULE A-2

HST602 61 NEU ENGLAND DISTRICT
 SORT BY COMPANY / GROUP ID FROM 0/00/00 TRRU 3/11/85
 MASTER EQUIPMENT LIST
 REQUESTED AT M3
 RUN DATE 3/11/85 11:13 PAGE 1
 SELECTED BY INDIVIDUAL EQUIPMENT ID

EQUIP ID	ASSOCIATED LIST/UNITS	DESCRIPTION	MODEL AND SERIAL NUMBERS	UNITS TO-DATE	ACQUISITION COST & DATE	LOCATION	AVAIL. DT. COND. CD.
FR-155	ED-104	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	1 HOURS	35,000 USED 6161	1/20/85	4
4960		4 1/2' STEP LEAD LGTH 50'	FF-155	0 NO. OF SHIFTS	3/29/72	WORURN YARD	
FR-201	ED-106	BELGIAN PILE DRIVING RIG	TYPE XIII	1072 HOURS	199,750 USED 6161	10/25/61	3
3210		2' STEP LEAD LENGTH 85'		0 NO. OF SHIFTS			
FR-206	ED-107	BELGIAN PILE DRIVING RIG	TYPE 13	0 HOURS	175,000 USED 6363	10/25/61	2
3215		2' STEP LEAD LENGTH 45'		0 NO. OF SHIFTS			
FR-235	ED-110	BELGIAN PILE DRIVING RIG	TYPE XVII D	3263 HOURS	48,000 USED 6363	5/19/84	5
2095		2' STEP LEAD LENGTH 45'		0 NO. OF SHIFTS			
FR-286	ED-113	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	651 HOURS	51,700 USED 60CANADA	4/28/72	4
4965		4 1/2' STEP LEAD LGTH 50'		0 NO. OF SHIFTS			
FR-319	ED-116	BELGIAN PILE DRIVING RIG	TYPE XXIX	2581 HOURS	13,000 USED 6161	5/15/84	2
3145		ON WHEELS		0 NO. OF SHIFTS			
FR-327	ED-118	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	1728 HOURS	37,400 USED 6262	10/31/62	4
3625		4 1/2' STEP LEAD LGTH 50'		0 NO. OF SHIFTS			
FR-395	ED-120	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	742 HOURS	66,000 NEW 622133	10/13/65	1/17/85
3560		4 1/2' STEP LEAD LGTH 50'		0 NO. OF SHIFTS			
FR-398	ED-122	BELGIAN PILE DRIVING RIG	TYPE XXXI	284 HOURS	32,000 USED 6161	6/25/73	2
4420		MNTD ON CATS LEAD LGTH 37'		0 NO. OF SHIFTS			
FR-405	ED-123	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	1175 HOURS	76,000 NEW 60CANADA	8/31/66	5
3640		4 1/2' STEP LEAD LGTH 50'		0 NO. OF SHIFTS			

LISTED 10 MACHINES FOR COMPANY 61
 FINAL TOTAL 10 MACHINES LISTED

TOTAL ACQUISITION COST 733,850
 FINAL TOTAL ACQUISITION COST 733,850

By [Signature]
 FRANKI FOUNDATION CO.

[Signature]
 EUROPEAN AMERICAN BANK
 DATE: 4/15/85

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SCHEDULE A-3

LIBERTY 488 PAGE 69

EQUIP ID	ASSOCIATED LIST/UNITS	DESCRIPTION	MODEL AND SERIAL NUMBERS		UNITS TO-DATE	RUN DATE	REQUESTED AT	SELECTED BY	INDIVIDUAL EQUIPMENT ID	AVAIL. DT.
			TYPE XVII DMS	FF-155						
FR-153	ED-104	BELGIAN PILE DRIVING RIG	TYPE XVII DMS	FF-155	1 HOURS	3/11/85	W3			1/20/85
4960		4 1/2' STEP LEAD LGTH 50'			0 NO. OF SHIFTS					4
FR-201	ED-106	BELGIAN PILE DRIVING RIG	TYPE XIII		1072 HOURS	10/25/81				3
3210		2' STEP LEAD LENGTH 85'			0 NO. OF SHIFTS					5/15/84
FR-206	ED-107	BELGIAN PILE DRIVING RIG	TYPE 13		0 HOURS	10/25/81				2
3215		2' STEP LEAD LENGTH 45'			0 NO. OF SHIFTS					
FR-235	ED-110	BELGIAN PILE DRIVING RIG	TYPE XVII D		3263 HOURS	6/07/77				5/19/84
2095		2' STEP LEAD LENGTH 45'			0 NO. OF SHIFTS					5
FR-286	ED-113	BELGIAN PILE DRIVING RIG	TYPE XVII DMS		651 HOURS	4/28/72				4
4965		4 1/2' STEP LEAD LGTH 50'			0 NO. OF SHIFTS					4
FR-319	ED-116	BELGIAN PILE DRIVING RIG	TYPE XXIX		2581 HOURS	3/12/71				5/15/84
3145		ON WHEELS - CANIBALIZED			0 NO. OF SHIFTS					2
FR-337	ED-118	BELGIAN PILE DRIVING RIG	TYPE XVII DMS		1738 HOURS	10/31/62				4
3625		4 1/2' STEP LEAD LGTH 50'			0 NO. OF SHIFTS					
FR-395	ED-120	BELGIAN PILE DRIVING RIG	TYPE XVII DMS		742 HOURS					
						66,000				NEW 622133

by [Signature]
FRANKI FOUNDATION CO.

[Signature]
EUROPEAN AMERICAN BANK
DATE: 4/15/85

Mailed to Secured Party

Filed With: Clerk of the Circuit Court
Anne Arundel Co., Annapolis, MD 21401

STATE OF MARYLAND

LIBER - 488 PAGE 70

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 257003

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated June 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Motorola Communications and Electronics, Inc.
Address 7230 Parkway Drive, Hanover, Maryland 21076

2. SECURED PARTY

Name Sovran Leasing Corporation
Address P.O. Box 8765, 1510 Willow Lawn Drive, Richmond, Va 23226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) #65023
Two (2) New Xerox Model 1075 Marathon Copiers, serial number C55094584, and C55106282, with recirculating document handler, finisher, reduction, and duplex. PLUS ALL ATTACHMENTS THERETO.
Equipment Location: Same as Debtor above.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1985 AUG - 8 AM 11:44

FILED

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC.

By: Mark M. Shaklee
(Signature of Debtor)

Mark M. Shaklee
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION

By: Dale D. Northington
(Signature of Secured Party)

Dale D. Northington, Asst. Vice President
Type or Print Above Signature on Above Line

11.00
OK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

W. W. ADCOCK, INC.
413 Headquarters Drive
Millersville, MD 21108
AND
W. W. ADCOCK, INC.
2629 Philmont Avenue
Huntingdon Valley, PA 19006

2. Secured Party(ies) and address(es)

JACUZZI INC., dba
Jacuzzi Whirlpool Bath
298 N. Wiget Lane
P. O. Drawer J
Walnut Creek, CA 94596

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Jacuzzi Whirlpool Bath brand inventory owned or hereinafter acquired by debtor which is located at any and all present and future places of business debtor operates or will operate, together with the proceeds thereof, including all accounts receivable arising from the sales of said goods, and insurance proceeds arising from damages thereto or loss thereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

W. W. Adcock, Inc.

JACUZZI INC., doing business as
Jacuzzi Whirlpool Bath

By: C. Du Adcock
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

JACUZZI INC. - doing
Jacuzzi Whirlpool B

12.00
.50

Mailed to Secured Party

FILED

1985 AUG -8 AM 11:47

AK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Country Liquors, Inc., T/A Gary Shoemaker & Judy Shoemaker
Address 303 East Furance Branch Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - NEC Car Telephone, Model M 500

Mailed to Secured Party

FILED

1985 AUG -8 PM 12:37

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

Gary M. Shoemaker
Type or Print Above Name on Above Line

[Handwritten Signature]

(Signature of Debtor)

Judy Shoemaker
Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

13.00
.50
AK

A13372

99.

LINE - 488 PAGE 73

257011

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 7/10/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRUCE FARR AND ASSOCIATES, INC.
Address 121 EASTERN AVE ANNAPOLIS, MD 21403

2. SECURED PARTY

Name ~~XXXXXX~~ American Equipment Leasing Co., Inc.
Address P.O. Box 1258, 135 S. 5th St., Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

1 Ricoh R-120 Facsimile

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bruce Farr and Associates, Inc.

X [Signature] FOR
(Signature of Debtor)

BRUCE FARR & ASSOC.

Bruce Farr Pres.
Type or Print Above Name on Above Line

American Equipment Leasing Co., Inc.

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Dawn C. McCoy, Oper. Coord.
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 AUG -8 PM 12:37

UCC-1 MARYLAND

11.00
RK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

RV's Unlimited, Inc.

6748A Dorsey Rd. - Rt. 176
Baltimore, MD 21227

SECURED PARTY (OR ASSIGNEE)

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

all inventory of new or used motor homes, travel trailers and tent campers now owned or hereafter acquired by debtor, all accounts receivables, notes, instruments or chattel papers of debtor now existing or hereafter acquired, which are proceeds of the inventory, all contract receipts of the debtor now existing or hereafter arising, relating to the inventory, and all motor vehicles used as equipment or demonstrators.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

RV's Unlimited, Inc.

Germantown Savings Bank

James Henry President

BY *Jan Basura*

Mail to

JUL 10 1985

Type or print names under signatures

FILED

1985 AUG -8 PM 12:37

11.00
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JK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): THE BLUE OX COMPANY OF THE CHESAPEAKE, INC. 1197 Baltimore-Annapolis Blvd. Arnold, MD 21012	(2) Secured Party(ies) (Name(s) and Address(es): NORTHWESTERN BANK P. O. Box 35 Winston-Salem, NC 27102 ATTN: Fred W. London, Jr.	<i>Anne Arnold</i> <i>County</i> RECORD FEE 7.00 POSTAGE .50 403465 0237 402 T04:23 JUNE 28 82 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es): 451-114	
(5) This Financing Statement Covers the Following Types [or items] of Property. All inventory and accounts receivable now owned or hereafter acquired and equipment as described in the attached Schedule "A". Located at: 1197 Baltimore-Annapolis Blvd., Arnold, MD 21012 Record Owner: Arnold Investment Group, c/o Daniel E. Wagner, 20 S. Charles St., Suite 1200, Baltimore, MD 21201		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (A Termination Statement filed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the Termination Statement.) THE BLUE OX COMPANY OF THE CHESAPEAKE, INC.		
Date <u>June 1</u> 19 <u>85</u>	By <u>Johnnie M. Midgett</u> (Signature of Secured Party or Assignee)	EVP 10.00
(3) Filing Officer Copy-Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.		



Mailed to Secured Party

FILED

1985 AUG -8 PM 12:37



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Annapolis Lawn & Garden
Equipment, Inc.
141 Defense Highway
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

CONAWAY, INC
P.O. BOX 303 - MAYVIEW ROAD
LAWRENCE, PA 15055

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

INVENTORY & AFTER ACQUIRED INVENTORY AS FOLLOWS:
CHAIN SAWS & ACCES., GENERATORS, LAWN AND GARDEN
EQUIP. AND ACCES.

5. Assignee(s) of Secured Party and
Address(es)

"NOT SUBJECT TO RECORDATION TAX"

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Annapolis Lawn & Garden Equipment, Inc.

By: *H. Harris - Sec. Treas.*
Signature(s) of Debtor(s)

Conaway, Inc.

By: *Cathy Thompson* C. Ingn. 10⁰⁰ 50
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

FILED

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JK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es): Peter G. McCallion DBA Vintage Reproductions 2804 Broadview Terrace Annapolis, Maryland 21401 31 A Nelson St. Stanford, Conn. 06902	2. Secured Party(ies) Address(es) And Name(s): John C. Louis Company, Inc. 1805 Cherry Hill Road Baltimore, Maryland 21230
--	---

4. For Filing Officer: Date, Time, File No., Filing Office:

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

ONE MELROE Bobcat Loader Model M743 S/N 22129 with 6547709 flotation tires, 6558301 60" bucket with teeth, 6557906 pallet frame, 6540182 48" pallet teeth

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION NOT SUBJECT TO RECORDATION TAX

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

Peter G. McCallion DBA Vintage Reproductions

John C. Louis Company, Inc.

X By Keith Anthony (Pres)
Debtor(s) [or Assignor(2)]

By W. Davison
Secured Party(ies) [or Assignee(s)]
W. Davison
President

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UC

Mailed to Secured Party

FILED

1985 AUG -8 PM 12:38

mlaf 12.06
12.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 North Calvert Street, Shill Craft Bldg., 4th Floor
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated July 1, 1985 between Assignor as Secured Party and CONTRACT ACCOUNT #581260 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated July 1, 85, between Assignor and Assignee:

- 1 (one) Sunbeam Hump Conveyor Furnace and all accessories included but not limited to control panel, flow meters, bus duct, circuit breakers and copper tubing. S/N F-624-84.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

✓ John J. Stammerro, Sr. V.P. /or
Type or Print Above Name on Above Line
J. David Kommalan, V.P.

Filed with Anne Arundel County.

FILED

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Mailed to Secured Party

MMFSE

11.00
msf

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 North Calvert Street, Shill Craft Bldg., 4th Floor
Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 9, 1983, Schedule 02, dated June 21, 1985, between Assignor as Lessor and LEASE ACCOUNT #388030 as Lessee. Assignor has granted a Security Interest in the following equipment lease to Lessee to Assignee per a Non-Recourse Assignment of rents dated July 2/85, between Assignor and Assignee.

- 1 (one) Hyster Model H300B Forklift S/N B019D01718E.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

John J. Stammerro, Sr.
(Signature of Secured Party)

John J. Stammerro, Sr. V.P. /or

Type or Print Above Name on Above Line

J. David Kommalan, V.P.

Filed with Anne Arundel County.

Mailed to Secured Party

FILED

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CCRC

Handwritten signature and initials

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

LIBER - 488 PAGE 80

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

257817

1. LESSEE:
CENTRAL CREDIT CONTROL, INC.
7700 Ritchie Highway, Suite 468
Glen Burnie, MD 21061
2. LESSOR:
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043
3. ASSIGNEE (if any) OF LESSOR:
4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
(X) If checked, see Schedule of Equipment attached to and made a part hereof.

1985 AUG - 8 PM 12:39

FILED

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

CENTRAL CREDIT CONTROL, INC.
Name of Lessee

BY: [Signature]
Signature of Lessee

JOHN COOK Pres.
Type or Print Name, include title

BUTLER AND COMPANY, INC.
Name of Lessor

BY: [Signature]
Signature of Lessor

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

↓
TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

[Handwritten initials] 12.00
50

SCHEDULE OF EQUIPMENT

QUANTITY	DESCRIPTION
	(include model number, catalog number, serial number, etc.)
2	QR26302135SHR48 SIDE CHAIR/WAL-SHERATON48
1	QR35004135SHR48 EXEC SWIV CHAIR/WAL-SHR48
4	QR43101121FOC82 SIDE CHAIR MAHOG/FOCUS#82
1	HN8935AAAAH EXEC HIBK SWIV GRAY/WAL
8	DFN5021139AF6 SIDE CHR WOOD FRME NUTMEG
20	ML200CSADDLE COMBO SECY CHAIR/SADDLE
4	999 *WESTWOOD LAMPS
20	TXSA454V2REO 45/53 RAMPED CHAIRMAT
1	F0404PLYMOAK PROMO CRT ON CASTERS
1	999 *AX5541 BLK 336014DR LAT
1	OF407219CRD CREDENZA CHERRY
1	999 *OF407236D EXECDSK CHERRY
1	999 *OF807842DP EXEC DESK
1	999 *OF807820DP CREDENZA
1	SD11-3672WAL 36X72 EXECUTIVE DESK
1	SD11-1966WAL 20X66 CREDENZA
1	999 *DR3672 EXEC DSK BLK/BRAS
1	999 *DR6018 CREDENZA BLK/BRAS
1	999 *AIGALTO 1626-6 EXEC BURG
1	QR59704835REG57 EXEC POST CHAIR/WAL-REG57
1	999 *36X72 DESK GLASS
7	999 *BPIADS6060 PANELS
1	999 *CONF. TBL 10X42X2 OAK

Mail to Butler & Co., Inc.

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Body By Steve, Inc. Address(es) 844 Ritchie Highway
Severna Park, Maryland 21146

6. Secured Party Equitable Bank, National Association Address
 Attention: Shirley Phipps 100 South Charles Street
(Type name & title) Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Body By Steve, Inc.

By: Stephen L. Hay (Seal) _____ (Seal)
Stephen L. Hay, President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mail to _____

FILED

1985 AUG -8 PM 12:39

mlf

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140.00
.50

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Vincent M. Malanaphy 722 Generals Highway
 Joseph A. Weber Millersville, Maryland 21108
 George R. Thompson

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Teresa A. DeWitt 100 S. Charles Street
 Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Vincent M. Malanaphy (Seal) George R. Thompson (Seal)
 Joseph A. Weber (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

FILED

1995 AUG -8 PM 12:39

13.00
.50

THIS SCHEDULE A is attached to and made a part a Financing Statement by and between Equitable Bank, National Association, A National Banking Association and Anne Arundel Associates, Inc., T/A V.J.G.'s Rib Inn and Liquor Mart, A Maryland General Corporation Dated: 6-14-85.

Collateral Section "G" Continued

All right, title, and interest, now and hereafter existing, in and to the Class B Beer, Wine, and Liquor License issued by the Anne Arundel County Liquor Board with respect to the business premises at V.J.G.'s Rib Inn and Liquor Mart located at 722 Generals Highway, Millersville, Maryland 21108; together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

Vincent M. Malanaphy (SEAL)
Vincent M. Malanaphy

Joseph A. Weber (SEAL)
Joseph A. Weber

George R. Thompson (SEAL)
George R. Thompson

ANNE ARUNDEL Cty-MD

LIBER - 488 PAGE 85

REGISTRE, INC.
BOX 4433
MPLS., MN 55421

STATE OF MARYLAND
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 13235

RECORDED IN LIBER _____ FOLIO _____ ON 5/24/85 (DATE) C040
R01

1. DEBTOR

Name Charles H. Smith Masonry Co.
Address 2526 Davidsonville Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address 8531 Pulaski Highway, Baltimore, Maryland 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigning Ingersoll-Rand Financial Corp., 651 Park Avenue, King of Prussia, PA 19406</p> <p>One (1) New Caterpillar Model #943LGP Track Loader s/n 04Z00354</p>	

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh
(Signature of Secured Party)

MARK N. WELSH
Type or Print Above Name on Above Line



Mailed to Secured Party

FILED

1985 AUG -8 PM 12:40

10.00
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ANNE ARUNDEL County - MARYLAND

LIBER - 488 PAGE 36

REGISTRE, INC.
BOX 4433
MPLS., MN 55421

STATE OF MARYLAND
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 13235
RECORDED IN LIBER _____ FOLIO _____ ON 5/24/85 (DATE) C040
RO1

1. DEBTOR

Name Charles H. Smith Masonry Co.
Address 2526 Davidsonville Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name Ingersoll-Rand Financial Corp.
Address 651 Park Avenue, King of Prussia, Pennsylvania 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) AMENDMENT
	AMEND DEBTOR'S NAME TO READ AS: Charles H. <u>Smith</u> T/A Charles H. Smith Masonry Company	
	_____ _____ _____	

Charles H. Smith T/A
Charles H. Smith Masonry Company

✓ Dated July 2, 1985

✓ Charles H. Smith
(Signature of Debtor) DEBTOR

✓ Charles H. Smith
Type or Print Above Name on Above Line

Ingersoll-Rand Financial Corp.

Mailed to Secured Party

Janice E. King
(Signature of Secured Party)

Janice E. King, ROM

D. E. CLERK

FILED

1985 AUG -8 PM 12:40

10.00
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(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Geo Tect , A Partnership
(Name or Names)
449 Brightwood Rd. Millersville, Md. 21108
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR Northfield Savings & Loan Assoc., Inc.
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
Three - General Electric Portable Radios - Model #PSA10

1985 AUG - 8 PM 1:20
FILED

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Geo Tect , A Partnership LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Carroll Gerogius (Title) By: Gordon T. Hill President (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)
Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Mail to Attn: Ron Jobson

12.00
50
mlf

(xx) Not Subject to Recordation Tax
 () Recordation Tax of \$_____ on
 Principal Amount of \$_____ is
 enclosed/has been paid (strike
 inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Safety-Kleen Corporation

 _____ (Name or Names)
150 G Penrod Court, Glen Burnie, MD. 21061
 _____ (Address)

LESSEE _____
 _____ (Name or Names)
 _____ (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
 of LESSOR _____
 _____ (Name or Names)
1505 York Rd. Lutherville, Maryland 21093
 _____ (Address)

4. This financing Statement covers the following types (or items) of property:
 1 - Mita DC 111 C Copier S/N 1578187

1985 AUG - 8 PM 1:20
FILED

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
Safety-Kleen Corporation
 By: John M Osborne MGR
JOHN M OSBORNE (Title)
 _____ (Type or print name of person signing)
 By: _____ (Title)
 _____ (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Gordon T Hill President
Gordon T. Hill (Title)
 _____ (Type or print name of person signing)
 Return to: Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093
 Mail to: Attn: Herbert W. Spath 11.00
 _____ 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257824

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE FLOYD COMPANY
Address 91 Aquahart Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

- 1 - Gaestemer Model 2110 Copier and stand 65 J9815
1 - Binding Machine

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gene E. Floyd, Pres
(Signature of Debtor)

GENE E. FLOYD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

11.00
.50
mlg

FILED
1985 AUG - 9 AM 8:58

257825

LIDER - 488 PAGE 91

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>James J. Benjamin, M.D., P.A. 7310 Ritchie Highway, Suite 517 Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Peggy Taylor</u></p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

James J. Benjamin, P.A.
(Type Name)

By: Andrew J. Hundertmark

By: James J. Benjamin
(Type Name)
President James J. Benjamin

Andrew J. Hundertmark, AVP
(Type Name)

By: _____ July 2 19 85
(Date Signed By Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Mailed to Secured Party

FILED

1985 AUG -9 AM 8:58

012 1671-0986-1

11.00
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mlc

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Jim's Air Tools & Equipment of Baltimore, Inc. 823 Fairview Avenue Linthicum Heights, Anne Arundel, MD 21090		Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093
Assignee of Secured Party DATE TO BE STRIKED		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1981 Lindsay 80HC Air Compressor, S/N 28361		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Jim's Air Tools & Equip. of Baltimore, Inc. Secured Party C.I.T. Corporation By <u>James W. Goode</u> Title <u>President</u> By <u>Michele T. Oltman</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>James W Goode</u> <u>Michele Oltman</u> <small>Type or print name(s) of person(s) signing</small>		
5-SA-989D		

Mailed to Secured Party

11.00
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FILED

1985 AUG -9 AM 8:58 PART 2 - COURT CLERK

mlg

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,300.00

If this statement is to be recorded in land records check here.

This financing statement Dated July 12, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardesty & Monroe, Inc.
P. O. Box 26
Address 3078 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY

Name United Bank & Trust Co. of Maryland
9420 Pennsylvania Ave.
Address Upper Marlboro, Maryland 20772-2698
Attention: Debbie Myers

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- XL Data Cartridges
Name & Addr. on G/L
Control Voucher
Micro Hard Copies
Neptune Tickets
One Part Paper
Green Lockheed Tickets
Microfiche
Statements
Purolator
Purolater-Scot of Edge
Accts
TI System 373-A

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Hardesty & Monroe, Inc.

Marvin Hardesty

(Signature of Debtor)

Handwritten signature of Marvin Hardesty

Type or Print Above Signature on Above Line

Russell Monroe

(Signature of Debtor)

Handwritten signature of Russell Monroe

Type or Print Above Signature on Above Line

United Bank & Trust Co. of Maryland

(Signature of Secured Party)

Handwritten signature of secured party

Type or Print Above Name on Above Line

Mailed to Secured Party

FILED

1985 AUG -9 AM 8:58

Handwritten notes: mly, 12.00, 154.00, .50

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

1. LESSEE: Whitey's Supermarket
Name or Names

803 Hammonds Ferry Rd., Linthicum, MD 21090
Address - Street No. City County State Zip Code

2. LESSOR: ALPHA LEASING COMPANY

P.O. BOX 2915 BALTIMORE, MARYLAND 21229

3. This Financing Statement covers the following types of property:
(Describe - Attach separate list if necessary.)

- 1 - National Model #HY-36L Baler
S/N #5-3185

1905 AUG - 9 AM 8:58

FILED

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

LESSEE: Whitey's Supermarket
Vincent C. Ziegler
 Signature of Lessee Title
 ✓ VINCENT C. ZIEGLER
 Type or Print Name of Above

LESSOR:
 ALPHA LEASING COMPANY
Jawahar S. Waranch
 Signature of Lessor
 JAWAHAR S. WARANCH
 Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mail to ALPHA LEASING COMPANY
P.O. Box 2915
Baltimore, MD 21229

11.00
.50
AIC

DO NOT RECORD IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 488 PAGE 95

257829

FINANCING STATEMENT

1. Debtors:

Russell W. Eddy
Sharon A. Eddy
Donald W. Grimes
Jacqueline Grimes

Address:

3914 Belle of Georgia Ave.
Pasadena, MD 21122

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Marion J. Minker, Jr., Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All appliances, fixtures, furniture, furnishings and equipment now or hereafter located in or upon the property described in Paragraph 6 below.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr. and Marion J. Minker, Jr., Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement are located is known as:

Unit 309, Tern Port Condo., Tern Drive, Ocean City, MD 21842

Debtors:

Russell W. Eddy
Russell W. Eddy

Sharon A. Eddy
Sharon A. Eddy

Donald W. Grimes
Donald W. Grimes

Jacqueline Grimes
Jacqueline Grimes

TO THE FILING OFFICER: After this statement has been recorded, PLEASE MAIL TO: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

Mail to

FILED
1985 AUG -9 AM 8:58

14.00
.50
AK

To Be Recorded In The Chattel
(~~And Land~~) Records Of The Local
Jurisdiction And Among The
Financing Statement Records Of
The State Department Of Assess-
ments And Taxation

Subject To Recording Tax On
Principal Amount Of \$ 3,000.00,
Which Was Paid To The Clerk Of
The Circuit Court For Anne Arundel County.

FINANCING STATEMENT

1. DEBTOR:

Joseph S. Crumley
8190 Ritchie Hwy
Pasadena Md. 21122

Patricia Crumley
8190 Ritchie Hwy
Pasadena Md 21122

Taber - Wilson Inc
8190 Ritchie Hwy
PASADENA Md 21122

2. SECURED PARTY:

NICK FRANK VENDING, INC.
10207 Reisterstown Road
Owings Mills, Maryland 21117

3. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, and to all of the DEBTOR'S equipment, inventory, fixtures, leasehold improvements, licenses, including an alcoholic beverage license operated at the above-stated address of the DEBTOR together with all of the DEBTOR'S right, title and interest in and to, all amounts that may be owing at any time and from time to time by the SECURED PARTY to the DEBTOR in any capacity, including, but not limited to, any proceeds from any coin operated vending machines.

4. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

SECURED PARTY:

DEBTOR:

NICK FRANK VENDING, INC.

By: Constantin Frank ^{JP.} (SEAL)

By: Joseph S. Crumley (SEAL)
Joseph S. Crumley

By: Patricia M. Crumley (SEAL)
Patricia M. Crumley

By: Taber - Wilson Inc. (SEAL)
By Patricia M. Crumley

Date: June 15, 1985

TO FILING OFFICER: After this Statement has been recorded, please return to:

Mr. Nick Frank
Nick Frank Vending, Inc.
10207 Reisterstown Road
Owings Mills, Maryland 21117

Mail to _____

R-00.32

FILED

1985 AUG -9 AM 8:52

13.00
56.00
JK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 6,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<p><u>DEBTOR</u></p> <p><u>Cook, John</u></p> <p>_____ (Name)</p> <p><u>823 Main Avenue</u></p> <p>_____ (Address)</p> <p><u>Linthicum, Maryland 21090</u></p>	<p>↘</p>	<p><u>SECURED PARTY (OR ASSIGNEE)</u></p> <p><u>THE FIRST NATIONAL BANK OF MARYLAND</u></p> <p>Attn <u>Margaret R. Anderson</u></p> <p>_____ (Name of Loan Officer)</p> <p><u>1st National Bank of Maryland</u></p> <p>_____ (Address)</p> <p><u>83 Forest Plaza, Annapolis, Md. 21012</u></p>
--	----------	--

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Sea Breeze 8 foot Satellite Serial # CBC191

1985 AUG - 9 AM 9:01

FILED

Mailed to Secured Party

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<p><u>DEBTOR (OR ASSIGNOR)</u></p> <p>_____ (Seal)</p> <p><u><i>John Cook</i></u> (Signature)</p> <p><u>John Cook</u> (Print or Type Name)</p>	<p>Seal</p>	<p><u>Secured Party</u></p> <p><u>DEBTOR OR ASSIGNEE</u></p> <p><u><i>Margaret R. Anderson</i></u> (Seal)</p> <p><u>Loan Officer</u></p> <p><u>First National Bank of Maryland</u> (Seal)</p> <p>_____ (Signature)</p> <p>_____ (Print or Type Name)</p>
--	-------------	---

11.00
42.00
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AK

LIBER - 488 PAGE 98

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Knick Knack Shack 137 Ridge St. Jonesville, NC 28642	2. Secured Party(ies) and address(es) Yadkin Valley Bank & Trust Co. P.O. Box 1006 Elkin, NC 28621	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>88561</u> Filed with <u>Anne Arundel County</u> Date Filed <u>4-30-</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. All equipment, fixtures, inventory and leasehold improvements located in Peanut Shack Store in Annapolis Mall, Annapolis, MD Anne Arundel County. THREE Secured transaction is partially subject to recordation tax, which covers equipment and fixtures. The value is \$40,000.00 No. of additional Sheets presented:		
By: <u>Wayne V. Moore Sec.</u> <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <u>Yadkin Valley Bank & Trust Company</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)	

(1) FILING OFFICER'S COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

280.00



Mailed to Secured Party

FILED

1985 AUG -9 AM 9:01

MARYLAND TERMINATION STATEMENT

Date July 16, 19685

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Anthony & Willa Griffin
8307 Deer Run Ct
Severn, MD 21144

2. Secured Party and address (Type complete corporate name):
ITT Financial Services
7966 Crain Highway
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
Liber 449 page 64

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT Financial Services

(TYPE COMPLETE CORPORATE NAME)

By: Samuel J. Wilson MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

FILED

1985 AUG -9 AM 9:01

Mailed to Secured Party



10.00 / 50

LIBER - 488 PAGE 100

257832

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould, Inc. Defense Electronics Div. 6711 Bay Meadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, Illinois 60018	For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property):
 New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION #31
 "This transaction is a lease and is not intended by the parties to be a security transaction; filing is only intended to make the lease a matter of public record."
 ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: County Recorder - Anne Arundel
 Gould Inc. Defense Electronics Div....
 By: *[Signature]* Signature(s) of Debtor(s)
 Equitable Life Leasing Corporation
 By: *[Signature]* Signature of Secured Party

(STANDARD)
 (1) FILING OFFICER COPY - ALPHABETICAL
 MODERN LAW FORMS CHICAGO
 (312) 640-1688

FILED
 1985 AUG -9 AM 9:01

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EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 1 of 1

LIBER - 488 PAGE 101

July 8

, 19 85,

This schedule is to be attached to and becomes part of the Agreement dated _____ between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	1	11/730 CPU; 1 MB Memory	SV-CXWNA-CK	
	1	Float Floating Point Accelerator	FP730	
	1	Expansion Cabinet	49642-FA	
	1	Expansion Box	A11-RV	
	1	Expansion Backplane	DD14-DK	
	1	1 MB ECC Main Memory Expansion Card	MS730-CA	
	2	Soft 25 Wire Shielded Cable RS232	BC22F-50	
	1	VAX/VMS ON RLO2	OCD01-HH	
	1	DECNET-VAX V3.1 F/F	OCD05-HG	
	1	DECNET-VAX F/F LIC W/W	OCD05-UZ	
	1	11730 H9642 CAB UNIBUS	CK-BC11Y-06	
	1	General Purpose OMA Interface	DE-11-WP	
	1	UNIBUS TO DUAL IEEE488 Interface	IEU-11-A8	
	6	IEEE - 488 BUS Cable 2 Meters	BND1A-02	
	1	IEU11 VMS DRVR SRC 5V 11/730	D0518-X8	
	1	VAX-11 Fortran LIC W/WARR	OC102-UZ	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

SIGN HERE

Gould, Inc.

(Name)

By:

Mailed to Secured Party

Its:

Director

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Recorded Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es) Arundel Landscaping, Inc. 101 Ritchie Highway Pasadena, Anne Arundel, MD 21122	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party XXXXXXXXXXXX	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) L2250F1 Kobota Tractor S/N 10411 One (1) L503K50 Woods Mower S/N 1203		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Arundel Landscaping, Inc.</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u><i>Keith Foulkner</i></u> title <u>Pres</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>Keith Foulkner</u> Type or print name(s) of person(s) signing	By <u><i>Joseph C. Sickle</i></u> <u>Joseph C. Sickle</u> Type or print name of person signing	
5-SA-989D		

Mailed to Secured Party

FILED

PART COURT CLERK
 1905 AUG - 9 AM 9:01

11.50
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257834

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE JDS, Inc.
(Name or Names)
201 Baltimore & Annapolis Blvd., Severna Park, MD. 21146
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
of LESSOR _____
(Name or Names)
1505 York Rd. Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:

One - ITT 10 Mb Hard Disk Computer System
One - Epson LX 80 Printer

FILED
1985 AUG -9 AM 9:02

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
JDS, Inc.

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Judy D Shoemaker / President
Judy Shoemaker (Title)

By: Gordon T Hill President
Gordon T. Hill (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093

(Type or print name of person signing)

Mail to Attn: Herbert W. Spath

11.00
.50
JK

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Country Liquors, Inc.
(Name or Names)
303 E. Furnace Branch Road, Glen Burnie, MD. 21061
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
of LESSOR (Name or Names)
1505 York Rd. Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Epson FX 80 Printer Upgrade; One - Kare Bar Code Reader; One - UPC Software; One - Data Base; One - Line Suppressor; One - Printer Stand; One - Diskette Case; One - Printer Tractor Set.

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Country Liquors, Inc.
By: Gloria Shoemaker (PRES)
(Title)
Gloria Shoemaker
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
(Title)
Gordon T. Hill
(Type or print name of person signing)

Return to: Heritage Savings Assoc.
1505 York Road
Lutherville, MD 21093
Mail to Attn: Herbert W. Spath

FILED
1995 AUG -9 AM 9:02

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BK

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

7/15, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 207925 in Office of Mr. Radford A. M.D.
Liber 367 Page 388 (Filing Office) (County and State)

Debtor or Debtors (name and Address):
James and Corvella Pack
PO Box 123 Severn Park MD 21146

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Bank FSB
Secured Party

By: M.D. Heckerling
Its Branch Office Manager

Mail to 543 R. Talbot Henry
Leverna Park, Md 21146

FILED
1985 AUG -9 AM 9:02
BL CLERK

10.50

FINANCING STATEMENT FORM UC 31

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated 7-10-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE TRAWLERS, INC.
Address 2830 Solomons Island Road, Edgewater, MD 21037

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street, Annapolis, MD, 21403

MIDLANTIC NATIONAL BANK, 2 BROAD STREET, BLOOMFIELD, New JERSEY 07003
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (List)

1985 36' Marine Trader Trawler Model Sundeck fiberglass hull #ETV36249E585
1985 135 HP Ford Lehman diesel engine #3574061

Home anchorage/winter: Edgewater, MD

RESIDENCE: Millard H. Pierce, Jr.
331 First Street
Annapolis, MD 21403

ASSIGNEE:
MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, NJ 07003

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Millard H. Pierce, Jr.
(Signature of Debtor)
Millard H. Pierce, Jr., President
Chesapeake Trawlers, Inc.

Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Handwritten signature of First Commercial Corporation
(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 AUG -9 AM 9:02

11.00

Handwritten initials

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s):

John Hohlbein
 Name or Names—Print or Type

607 Church Street Baltimore, Md. 21225
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Carey Sales & Service, Inc.
 Name or Names—Print or Type

3141-47 Frederick Avenue, Baltimore, Maryland 21229
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kold Draft ice machine Model #GT7WNK Serial #332396G3BN
 bin Model #GTN-17 Serial #242393G3HV

(Rental)

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

John Hohlbein
 (Signature of Debtor)

John Hohlbein
 Type or Print

(Signature of Debtor)

Type or Print

Carey Sales & Service, Inc.
 (Company, if applicable)

Merry Jan Pundzak
 (Signature of Secured Party)

Merry Jan Pundzak (Sec/tres.)
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carey Sales & Service, Inc. 3141-47 Frederick Ave., Balto., Md. 21229

Lucas Bros. Form F-1

Mail to _____

FILED

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Brooklyn Park
 Grocery
 A.A.Co.
 JK

LIBER - 488 PAGE 108

257838

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Stanley T. Jayne 115 Condit Strret Annapolis, Md 21401	2. Secured Party(ies) and address(es) 20th Century Radio Cellular 918 Cathedral Strret Baltimore, Maryland 21201	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Cellular Car Phone/with installation package MSS 16723 ESS 4153 NOT SUBJECT TO RECORDATION TAXES		5. Assignee(s) of Secured Party and Address(es) Maryland National Bank 225 N. Calvert St. Baltimore, Md 21202

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

By: X *[Signature]*
 Signature(s) of Debtor(s)

20th Century Cellular City
[Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

FILED

1985 AUG -9 AM 9:02

1400
13-50
212

FINANCING STATEMENT FORM UCC-1

Identifying File No. 84438

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAPID ACCESS

Address ~~1270 BUGEYE CT. ANNAPOLIS, MARYLAND 21043~~ *KRA*

2. SECURED PARTY

Name SOGLEASE CORPORATION

Address 50 ROCKEFELLER PLAZA

NEW YORK, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

KIS PHOTO FINISHING EQUIPMENT CONSISTING OF THE FOLLOWING AND ALL ADDITIONS, ATTACHMENTS, AND REPLACEMENTS THERETO: 1 PHOTO KIS DN WITH CABINET, PHOTO KIS MAGNUM, PRINT PROCESSOR, CABINET BASE AND LENS PACK, FILM DRYER WITH DISK ATTACHMENTS AND CHEM. PREP. UNIT, ONE SINK WITH CABINET AND ONE STARTER KIT AND ONE PHOTOKIS KIOSK LARGE.

DN#9450
MG# 7416

#210467-01C

"Not subject to recordation tax"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

RAPID ACCESS

Type or Print Above Name on Above Line

X Stephen James Challis
(Signature of Debtor)

SOGLEASE CORP.

K.R. Adams
(Signature of Secured Party)

STEPHEN J. CHALLIS (Vice President)

Type or Print Above Signature on Above Line

K.R. ADAMS

Type or Print Above Signature on Above Line

1985 AUG - 9 AM 9:02 FILED

11.00
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JK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chip Leasing, Inc.

Address 1572 Annapolis Road, P.O. Box B, Odenton, Maryland 21113

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

1985 AUG - 9 AM 9:08

FILED

Mailed to Assignee

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chip Leasing, Inc.

Loni Margot Sann Owner
(Signature of Debtor)

Loni Margot Sann, Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murray President
(Signature of Secured Party)

John J. Murray, President

Type or Print Above Signature on Above Line

See attached for original signatures.

17.50

17.00
.50
JK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 2, 1985, between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and Chip Leasing, Inc., 1572 Annapolis Road, Odenton, Maryland 21113

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 81,463.60
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of July, 19 85

Beltway International Trucks, Inc. (SEAL)

(Seller/Lessor/Mortgagee)

By John J. Murray, Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. ("Seller") FROM: Chip Leasing, Inc. ("Buyer")

1800 Sulphur Spring Road, Baltimore, MD 21227 (Address of Seller) 1572 Annapolis Road, Odenton, MD 21113 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New 1985 International Harvester Cabover Sleeper Tractor Model COF9670, S/N IHSRDJWR1FHB18408

- (1) TIME SALES PRICE \$ 92,833.45
- (2) Less DOWN PAYMENT IN CASH \$ -0-
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 11,367.85
- (4) CONTRACT PRICE (Time Balance) \$ 81,465.60

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1572 Annapolis Road, Odenton, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of ~~Eighty one thousand four hundred sixty five and 60/100~~ Eighty one thousand four hundred sixty five and 60/100 Dollars (\$ 81,465.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 2nd day of August, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,697.20 and the final installment being in the amount of \$ 1,697.20

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 2, 19 85

BUYER(S)-MAKERS(S):

(SEAL)

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

Chip Leasing, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker: _____
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and recall any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL) } Signature of Seller
 _____ (Witness) By: _____ }
 (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

Spone Proceed 11.00 *CM04*

Identifying File No. 257841

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.
Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Two (2) new 1985 International Model 1853 school buses s/n's 1HVLPHYN2FHA33290 and 1HVLPHYN1FHA33278 with Model 85-3000S Thomas 66 passenger school bus bodies and three (3) Model D35TLA5G00K Motorola two-way radios; including without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1985 AUG - 9 AM 9:03
FILED

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Chesapeake Charter, Inc.
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

11.00
AKC

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

Corman Construction, Inc.
8111 Annapolis Junction Rd.
Pessup, MD 20794-0160

2. The name and address of the Secured Party (or Assignee) is:

First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046

3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following types (or items) of property: (Describe)

As per Schedule "A" which is attached hereto and made a part hereof.

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

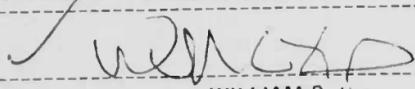
(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____

Debtor(s):

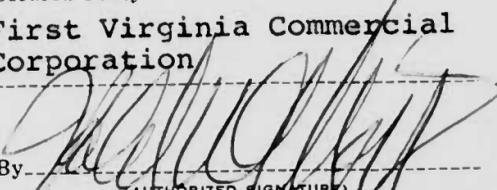
Corman Construction, Inc.


WILLIAM G. CORMAN
PRESIDENT

Secured Party:

First Virginia Commercial Corporation

By


(AUTHORIZED SIGNATURE)
Harold V. Dellinger, II
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

No 89 9/79

Mailed to Secured Party

11.00

FILED

1995 AUG -9 AM 9:03

AK

Schedule "A"

Attached hereto and made a part of Note and Security Agreement dated April 6, 1983 between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor

One (1) 1979 Caterpillar 815 Compactor, SN 91P1639

One (1) John Deere 672A Motor Grader, SN 7948

One (1) John Deere Model JD844 Wheel Loader, Complete,
SN 342153

Mailed to Secured Party

LIBER - 488 PAGE 117

257843

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Charles E. Venners 7 Herndon Ave. Annapolis, Md. 21403	2. Secured Party (ies) and address(es) FinanceAmerica Corporation 7008 Security Blvd. Suite 114 Baltimore, Md. 21207	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 PRINDLE 19 SUR00010M85H		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Charles E. Venners Signature(s) of Debtor(s)
 Charles E. Venners

By: Ch. D. Oell Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

FILED

1985 AUG -9 AM 9:04

12.00
50

RK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Kenneth L. Fleming
Delores M. Fleming
 (Name)
 * * 3229 Brookmede Road
 (Address)
Ellicott City, Maryland 21043

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Ted A. Tetrick
 (Name of Loan Officer)
P.O. Box 1596
 (Address)
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including out not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
 (Seal)
Delores M. Fleming (Seal)
 (Signature)
Delores M. Fleming
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 (Seal)
Kenneth L. Fleming (Seal)
 (Signature)
Kenneth L. Fleming
 (Print or Type Name)

* * Debtors other address:
 5515 Governor Ritchie Highway
 Brooklyn Park, Maryland 21225

Mailed to Secured Party

BS-0850A-8408

FILED

1985 AUG -9 AM 9:04

12.00
210.50

AK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Haslacker Trucking, Inc.
Address 7612 Harmons Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Haslacker Trucking, Inc.

Robert F. Haslacker, Jr. Pres
(Signature of Debtor)

Robert F. Haslacker, Jr., President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.

Type or Print Above Signature on Above Line

FILED
1985 AUG -9 AM 9:04

17.00
.50

ZK

LIBER - 488 PAGE 120
—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 2nd day of July 1985 by and between

Haslacker Trucking, Inc. having its principal place of business at
7612 Parsons Road, Harwood, Maryland 21074

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above) unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pifferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid Balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Haslacker Trucking, Inc. (Seal)
Mortgagor

By Robert F. Haslacker, Jr. Pres. (Title)

Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel }

SS

Robert F. Haslacker, Jr. being duly sworn, deposes and says

1. He is the **President** of **Haslacker Trucking, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Robert F. Haslacker, Jr.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President of **Haslacker Trucking, Inc.**

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 2, 1985 between the under-
 signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Mack Cabover Tractor	1974 - F785	F773ST2367

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Haslacker Trucking, Inc.

By: _____

By: Robert F Haslacker Jr. (Pres.)

Mailed to Secured Party

LIBER - 488 PAGE 123
STATE OF MARYLAND

257846

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Haslacker, Robert F., Jr. T/A Haslacker Trucking
Address 7612 Harmons Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee of the Secured Party:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert F. Haslacker, Jr. T/A
Haslacker Trucking

Beltway International Trucks, Inc.

(Signature of Debtor)
Robert F. Haslacker, Jr.

Type or Print Above Name on Above Line
Robert F. Haslacker, Jr., President
(Signature of Debtor)

(Signature of Secured Party)
John J. Murray

John J. Murray, President
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FILED
1985 AUG -9 AM 9:04

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LIBER - 488 PAGE 124
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 2, 1985

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee
Robert F. Haslacker, Jr. T/A
and Haslacker Trucking, 7612 Harmons Road, Hanover, Maryland 21076
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 26,210.52

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of July, 19 85

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By John J. Murray, PRES

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE Robert F. Haslacker, Jr.

TO: Beltway International Trucks, Inc. FROM: T/A Haslacker Trucking
1800 Sulphur Spring Road, Baltimore, MD 21227 7612 Harmons Road, Hanover, MD 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Items include CASH SALE PRICE, DOWN PAYMENT in Cash, DOWN PAYMENT in Goods, UNPAID BALANCE, INSURANCE, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7612 Harmons Road, Hanover, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty six thousand two hundred ten and 52/100 Dollars (\$ 26,210.52)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 2nd day of August, 1985, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 728.07 and the final installment being in the amount of \$ 728.07

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 2, 1985
Accepted: Beltway International Trucks, Inc. (SEAL)
BUYER(S)-MAKER(S): Robert F. Haslacker, Jr. (SEAL)
T/A Haslacker Trucking (SEAL)
By: Robert F. Haslacker, Jr. (SEAL)
Co-Buyer-Maker: (SEAL)

This instrument prepared by

and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

... of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem it in its interest, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication of notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and defend judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their names, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) _____
By: _____ (SEAL) Signature of Seller
(Corporate, Partnership or Trade Name or Individual Signature)
(Signature, Title of Officer, "Partner" or "Director")

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 2, 1985 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used International Harvester Cabover Tractor with 38,000 lb. rears, NTC 250 engine, 10 speed Fuller Transmission	1980 - COF4070	KGA19203
<p>Without limiting any of the term's and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:</p>			
One (1)	Used Mack Cabover Tractor	1974 - F785	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Beltway International Trucks, Inc.

By: *John J. [Signature]*

Purchaser, Mortgagor or Lessee:

Robert F. Haslacker, Jr. T/A
Haslacker Trucking

By: *Robert F. Haslacker Jr.*

Mailed to Assignee.

A.A. County
R. 50

5

LIBER - 488 PAGE 128

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 483

Page No. 107

Identification No. 255777

Dated MAR 5, 1985

1. Debtor(s) { Milton W. Bosley & Co., Inc.
 Name or Names - Print or Type
151 8th Avenue N.W. Glen Burnie, MD. 21061
 Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
 Name or Names - Print or Type
25 South Charles Street Baltimore MD. 21201
 Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please add the attached schedule as
additional collateral pledged by the debtor

1985 AUG - 9 AM 9:04

FILED



DEBTOR

Milton W. Bosley & Co., Inc.
M. Bosley Wright
 (Signature)
M. Bosley Wright
President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

 (Signature of Loan Officer)
G. Rex Sizemore, Senior Loan Executive
 (Print Name and Title)

 (Address)

Please mail receipted copy to:

↙
 The First National Bank of Maryland
 Commercial Finance Division 101-503
 25 S. Charles Street
 Baltimore, MD. 21201

10.00
50

CARPENTERS Machinery Co., Inc.

DISTRIBUTORS FOR NEW and USED
WOODWORKING MACHINERY

212 N. EIGHTH STREET
PHILADELPHIA, PA. 19107
SALES: (215) 923-7034
PARTS: (215) 429-9999

INVOICE P 23063

To:

MILTON BOSLEY COMPANY
151 Dorsey Road
Box 576
Glen Burnie, MD 21061

DATE 3/1/85
SHIP TO

ORDER NO.

SALESPERSON	SHIPPED VIA	TERMS		
BM YORK	SHIP OUT BY RIGGER	10% DOWN BALANCE	DUE NET 30 DAYS	
QUANTITY	LOC	DESCRIPTION	UNIT PRICE	TOTAL
1		Schlavi Moulder Thru-Feed Model # 703/7 8" x 4" Capacity. Wired 220 Volts. Complete per Spec Sheet #1984-1 (Attached) and with all Safety Guards and Controls. Delivery Floor to Floor. In approximately 2-3 weeks.	52500	00
		(Scott Cayce supplies Heads)	750	00
		TOTAL-----	53250	00

P 28721

• SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Mail to First National Bank of Md

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 200,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

ROBERT GORDON LISK
DEBRA T. LISK

Address(es):

4025 Starwreath Way
Ellicott City, Maryland 21043

RECORD FEE 12.00
POSTAGE .50
#02164 0040 R01 T10:34
AUG 5 85

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 12, 1985 from Debtor(s) to LAWRENCE J. GRADY, JR. and STEPHEN F. BECKENHOLDT, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Robert Gordon Lisk (SEAL)
Robert Gordon Lisk
Debra T. Lisk (SEAL)
Debra T. Lisk

Secured Party:
MARYLAND NATIONAL BANK

By Charles S. Fitzgerald (SEAL)
Charles S. Fitzgerald
Assistant Vice President
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1 85

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 AUG -5 AM 11:07
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

JK

12.00

ALL that parcel or parcels of real property located in the County of Anne Arundel ~~XXXXXXXXXXXXXXXXXXXX~~ State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 2, in Block 29, as shown on the Plat of Glen Burnie, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35 folio 104, etc; now as shown in Plat Book No. 6, folio 14.

TOGETHER WITH A (25) foot easement for ingress and egress only to the parking lot on Lot No. 2, Block 29, adjoining, and described as follows:

BEGINNING for the centerline of a 25 foot right-of-way at a point on the division line between Lots 2 and 3, Block 29, as shown on the amended plats of Glen Burnie, Plat No. 2, filed among the Land Records of Anne Arundel County in Plat Book No. 6, folio 14, thence leaving the said division line and running through Lot 3, parallel to and distant 32.50 feet from a 20 foot alley at the rear of said Lots, South 29° 57' West 50 feet to the northeast side of Second Alley South for the end of said 25 foot right-of-way.

RECORDED
INDEXED
MAY 19 1964
LIBRARY

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 488 PAGE 132
 Identifying File No. 257851

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated July 26, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Drs. Arshad Sheikh, Shahla Sheikh, Dr. Vivek Vaid & Annal Vaid
 Address 7610 Carroll Avenue, #100, Takoma Park, Maryland 20912

2. SECURED PARTY

Name Suburban Bank
 Address 6610 Rockledge Drive
Bethesda, Maryland 20817

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto.

RECORD FEE 20.00
 POSTAGE .50
 #02260 0040 R01 T14:01
 AUG 5 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit B attached hereto.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Arshad Sheikh
 Dr. Arshad Sheikh
Shahla Sheikh
 Shahla Sheikh

(Signature of Debtor)

Type or Print Above Signature on Above Line

Vivek Vaid
 Dr. Vivek Vaid
Annal Vaid
 Annal Vaid

Type or Print Above Signature on Above Line

RECEIVED BY CLERK
 COUNTY CLERK
 1985 AUG -5 PM 2:08
 E. AUBREY COLLISON
 CLERK

1000

JK

All buildings and improvements now or hereafter erected or placed upon the real estate described in Exhibit B attached hereto (the "Land"), and all fixtures now or hereafter attached thereto, and all replacements and additions thereto, and all of the estate, right, title, interest, privileges, franchises, easements, appurtenances and claims, either at law or in equity or otherwise, of the Debtor, of, in, to, or out of the Land and such buildings, improvements and fixtures, and also all personal property, tangible or intangible, and all building and other materials intended for construction, alteration or repair, now or hereafter owned, constructed or acquired by the Debtor, now or hereafter located on or in any way belonging, relating or pertaining to the Land or such buildings, improvements or fixtures, and all extensions, additions, renewals, substitutions and replacements thereof, including, without limitation, all awnings, screens, storm windows and doors, plumbing equipment, boilers, motors, machinery, furnaces, sprinkling and other fire prevention or extinguishing apparatus and equipment, floor coverings, shrubbery, plants, blinds and all heating, lighting, flood lighting, power, water, refrigerating, gas, electric, ventilating, air conditioning, burglar alarms and security systems, maintenance and incinerating systems or equipment located on or about the Land or such buildings,

JK

improvements and fixtures thereon, and all proceeds of any insurance relating to all or any portion of the foregoing, and all awards and payments for the taking by eminent domain, or for the conveyance by deed in lieu of foreclosure, of all or any portion of the Land or any of such buildings, improvements, fixtures, personal property, or other property or interests referred to above, and all of the Debtor's right, title and interest as landlord in all leases, if any, of the Land or any portion thereof or of any space in any such buildings or improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals and extensions thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits, income and other benefits of the Land and such buildings and improvements now due or hereafter to become due with respect to the Land or such buildings or improvements or any part thereof, and all contract rights, general intangibles and actions or rights of action in any way relating to the Land or to such buildings or improvements or to the construction, renovation, repair or modification thereof, and all proceeds of all of the foregoing.

Exhibit B

All those two lots or parcels of ground situate in the Second Election District of Anne Arundel County in the State of Maryland in the development known as "Loretta Heights", which said lots are designated as Numbers three (3) and four (4) in Section "A" on the plat of said "Loretta Heights", dated June 4, 1934 and recorded among the Land Records of Anne Arundel County, Maryland in liber FAM 188, folio 278, the said lots having a combined frontage of 100 feet on Defense Street and an even depth therefrom of 100 feet, as shown on said plat.

All those two lots or parcels of ground situate in the Second Election District of Anne Arundel County, Maryland, in the development known as "Loretta Heights", which said lots are designated as Numbers Fifteen (15) and Sixteen (16) in Section "A" in the plat of said "Loretta Heights", dated June 4, 1938 and recorded among the Land Records of Anne Arundel County in liber FAM 188, folio 278, the said lots having a combined frontage of 100 feet on Pinewood Street and an even depth therefrom of 100 feet, as shown on said plat.

All that lot of ground situate in the Second Election District, and described as follows:

Beginning for the same at a pipe set on the south side of Defense Street, said pipe being located South 23° 05' West 30.0 feet from a pipe found which marks the dividing line between Lots 4 and 5, Block A, Plat 1, Loretta Heights; and running from said beginning point so fixed and leaving said street and running South 23° 05' West 35.95 feet to a pipe set in the centerline of the old abandoned W.B.&A. Railroad right-of-way, said pipe also being located in the north outline of a conveyance from Mary G. Meredith, et al, to Virgil Christopher and Jeanne Christopher, his wife, by deed dated June 6, 1957 and recorded among the Land Records of Anne Arundel County, Maryland, in liber GTC 1127, folio 426; thence with part of said north outline, North 67° 45' West 100.01 feet to a pipe set; thence leaving said outline and running North 23° 05' East 37.40 feet to a pipe set on the south side of Defense Street; thence with the same, South 66° 55' East 100.0 feet to the place of beginning. Containing 3,650 square feet, more or less, according to a survey made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in April, 1968. All as shown on a plat and survey prepared by J. R. McCrone, Jr., Inc. in April, 1968.

Name of record owner of real estate: Dr. Arshad Sheikh,
Shahla Sheikh, Dr. Vivek Vaid, Annal Vaid

Mailed to Secured Party

File with Anne Arundel County

257852

16.50

FINANCING STATEMENT

- 1. ___ To Be Recorded in the Land Records.
- 2. ___ To Be Recorded among the Financing Statement Record.
- 3. ___ Not subject to Recordation Tax.

4. X Subject to Recordation Tax on an initial debt in the principal amount of \$40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)

- a) "Champs"
- b) Davidsonville Liquors, Inc.
- c) Thaddeus D. Burgess, Jr.
- d) Juanita L. Burgess

584 W. Central Avenue
Davidsonville, Maryland

16.00

.50

#02278 0345 R01 T15+0.3
AUG 5 85

6. Secured Parties Address

- Charles S. Calvin
- Frances W. Calvin
- Lawrence M. Brookman
- Margaret C. Brookman

c/o 105 East Bay View Drive
Hillsmere Shores
Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights

1965 AUG - 5 PM 3:14
E. ALBNEY COLLISON
CLERK

16.00
2

216

to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Liquor License. That liquor license for Davidsonville Liquors, Inc., t/a "Champs" transferred to Thaddeus D. Burgess on the 16th day of June, 1985, License No. 0591.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Address where Collateral will be kept:

584 W. Central Ave.
Davidsonville, Maryland

Thaddeus D. Burgess
Thaddeus D. Burgess, Debtor

Juanita L. Burgess
Juanita L. Burgess, Debtor

DAVIDSONVILLE LIQUORS, INC.
t/a "Champs", DEBTOR

By: T.D. Burgess, Jr.
VICE President
T.D. BURGESS, JR

Mr. Clerk: Please return to Leonard E. Moodispaw, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

MWO-6

LIBER - 488 PAGE 138

SCHEDULE A

Beginning for the same at an iron pipe set on the north side of the State Road, leading from Davidsonville to Stewart's Corner, in the First District of said Anne Arundel County; the said point of beginning being North, 85 deg. 52 min. East, 1059.4 feet from the center of a gum tree stump which is mentioned in the deed of the property formerly owned by George T. Beall, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 150, bearing date December 10, 1915; thence from the said point of beginning and bounding on the north side of the said road as now exists, curving, having a chord of South, 88 deg. 05 min. East, 209.04 feet, to an iron pipe; the said curve having a radius of 1600 feet, as shown on the Maryland State Roads Commission plat No. 5808; thence leaving said State Road, and running North 05 deg. 25 min. East, 208.73 feet, to an iron pipe; thence North, 88 deg. 05 min. West, 209.04 feet, to an iron pipe set on a fence line; thence binding on said fence line, South 05 deg. 25 min. West, 208.75 feet, to the place of beginning.

Containing one acre of ground, more or less, according to a survey made by James D. Hicks & Company, Alfred F. Weirich, Associate, Registered Engineer and Land Surveyor.

Being the same property described in a Deed dated August 27, 1981 by and between John Morris Fenton, Guarantor and T.D. Burgess, Jr. and Lawrence M. Brookman, Grantees and recorded among the Land Records of Anne Arundel County in Liber 3437, folio 520.

Mailed to: Leonard E. Moodispan

257853
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

LIBER - 488 PAGE 139
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANNAPOLIS PAVING SERVICE, INC.
Address 111 Defense Highway, Annapolis, MD 21401

2. SECURED PARTY

Name L.B. SMITH, INC.
Address Baltimore & Washington Exp. & Dorsey Rd., Hanover, MD 21076

Also Assignee -

AMCA INTERNATIONAL FINANCE CORPORATION
200 Executive Drive, Brookfield, WI 53005
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Koehring Bomag Model BW100A vibratory roller, S/N 150-120947

together with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

RECORD FEE 11.00

POSTAGE .50
#02342 C237 R01 T10:39

AUG 6 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

ANNAPOLIS PAVING SERVICE, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

L.B. SMITH, INC.
Type or Print Above Signature on Above Line

RECEIVED IN RECORDS
CIRCUIT COURT, BALTIMORE COUNTY

1985 AUG -6 AM 10:49

E. AUBREY COLLISON
CLERK

11.00 .50

32977

257854

LIBER - 488 PAGE 140

FINANCING STATEMENT

Debtor or Assignor Form

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 17,500.00

Name of Debtor

Address

Associated Builders & Contractors

100 West Street
Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 122.50

POSTAGE .50

#02357 C345 R01 T11:21
AUG 6 85



SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

CADO Computer System

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1985 AUG -6 AM 11:29
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Associated Builders & Contractors

**FARMERS NATIONAL
BANK OF MARYLAND**

BY: *Stanley R. Ferguson*
Stanley R. Ferguson, President

BY: *Richard S. Alt, Ex. Dir.*
Richard S. Alt, Executive Director

BY: *William A. Hahn*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11-10
122.52
85

ZK

257855

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Business Systems Management, Inc.
Address: T/A Entre Computer of Annapolis
2134 Generals Highway
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910
Suite 100 Clark Bldg.
5565 Sterrett Place
Columbia, Maryland 21044

3. This Financing Statement covers the following types (or items) of property:
A first lien security interest under the Uniform Commercial Code of Maryland on all furniture, fixtures, machinery, equipment and inventory now owned or hereafter acquired.

A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 12.00

POSTAGE .50

#02400 C237 R01 T13:40

AUG 6 85

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Business Systems Management, Inc.
T/A Entre Computer of Annapolis
John J. Vice, President
Elaine Mahaffey, Treasurer

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: Donald D. Howard, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

045-580/2 Rev 5-79

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 AUG -6 PM 1:52

E. AUBREY COLLISON
CLERK

12.00
25

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FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Jacal's Future, Inc. t/a One Hour Martinizing
2645 East Jessup Road (Ridgeview Plaza)
Jessup, Maryland 20794

RECORD FEE 12.00
RECORD TAX 546.00
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:

Allied Lending Corporation
1625 I Street NW, Suite 603
Washington, DC 20006

#02401 C237 R01 T13:42

AUG 6 85

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- All tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: NA

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$110,000.00

DEBTOR: Jacal's Future, Inc.

Attest: Laura A. West
Secretary

By: [Signature]
President



Secured Party: Allied Lending Corporation

By: [Signature]

AFTER RECORDATION RETURN TO: Allied Lending Corporation
1625 I Street NW, Suite 603
Washington, DC 20006

12.00
546.00
25



[Signature]

1905 AUG - 6 PM 1:52
E. AUBREY COLLISON
CLERK

Recordation Tax Calculation

Value of inventory,
accounts, other exempt
property \$
31,909 x \$110,000 = \$31,909

Total value of all
collateral \$110,000

Amount not exempt from tax = \$78,091

Tax = \$546.00

Date: August 5, 1985

WEINBERG AND GREEN

By: Jonathan M. Genn
Jonathan M. Genn, Esquire

Mailed to Secured Party

257857

MARYLAND NATIONAL BANK

LIBER - 488 PAGE 144
FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County,
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 112,400 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Lombardo Family Trust Address(es): 1835 Forest Drive, Unit B-1
Annapolis, Maryland 21401

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Attention: Richard C. Jacobs 10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 30, 1985 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

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Debtor(s):
Lombardo Family Trust By:
Pio S. Lombardo (SEAL)
Vivien K. Lombardo (SEAL)
Pio S. Lombardo, Trustee
Vivien K. Lombardo, Trustee

Secured Party:
MARYLAND NATIONAL BANK
By Richard C. Jacobs (SEAL)
Richard C. Jacobs
Mortgage Loan Officer
Type name and title

~~Mr. Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.~~

853-8 ED 1/85

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG -6 PH 3:40

E. AUBREY COLLISON
CLERK

1300
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mlg

EXHIBIT A

BEING shown and designated as Condominium Unit No. B-1-B on a Plat entitled "Forest Office Park Condominium, Phase 2, Building B", which is recorded among the Condominium Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 27, pages 43 through 46, according to the Condominium Declaration dated February 12, 1985, and recorded among the Land Records of Anne Arundel County, Maryland in Liber EAC 3871, folio 101; as amended by First Amendment to Forest Office Park Condominium Declaration dated April 24, 1985, and recorded among the aforesaid Land Records in Liber EAC 3880, folio 274, together with an undivided interest in the common elements of the condominium as declared in the Condominium Declaration to be appurtenant to such unit.

BEING the same property which by Deed dated July 30, 1985, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland was conveyed by Forest Office Park Limited Partnership to Pio Lombardo and Vivien K. Lombardo, Trustees for Lombardo Family Trust.

Mailed to Secured Party

File with Anne Arundel County

LIBER - 488 PAGE 146

FINANCING STATEMENT

257858

1. To Be Recorded in the Land Records.
2. To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

- | | | |
|----|---|---|
| 5. | <u>Debtor(s) Name(s)</u>
MITCHELL INDUSTRIES, INC. | <u>Address(es)</u>
117 Wellham Ave., N.E.
Glen Burnie, MD 21061 |
| 6. | <u>Secured Party</u>
E. STEWART MITCHELL, INC. | <u>Address</u>
P. O. Box 2799
Baltimore, MD 21225
ATTN: Robert I. Hankey |

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

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E. AUBREY COLLISON
CLERK

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AUG 6 1985

repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

MITCHELL INDUSTRIES, INC.

By: James Schiede
James Schiede, V.P.

SECURED PARTY:

E. STEWART MITCHELL, INC.

By: Robert I. Hankey
Robert I. Hankey, V.P.

Address where Collateral will be located: 117 Wellham Avenue, N.E., Glen Burnie, MD 21061

Mr. Clerk: Please return to M. Willson Offutt, IV, P.O.Box 868, Annapolis, MD 21404

Mailed to: _____ T

MWO--8

File with Anne Arundel County

FINANCING STATEMENT

LIBER - 488 PAGE 148

1. To Be Recorded in the Land Records.
2. To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.

257859

4. Subject to Recordation Tax on an initial debt in the principal amount of \$500,000.00 (Five Hundred Thousand Dollars). The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Playhouse Partnership, a Maryland General Partnership Paul Pearson, II, Gen. Partner Robert P. Cadwell, Gen. Partner	P.O. Box 3297 Annapolis, Maryland 21403

6. Secured Party	Address
Second National Building & Loan, Inc.	P.O. Box 1767 Annapolis, Maryland 21404

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

B. All Equipment & Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

RECORD FEE 15.00
POSTAGE .50

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

#02629 C040 R01 T10:40
AUG 8 85

RECEIVED IN RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG -8 AM 11:00

E. AUBREY COLLISON
CLERK

-1-

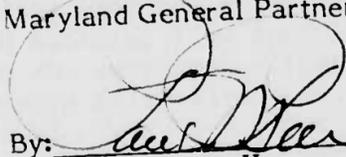
mls

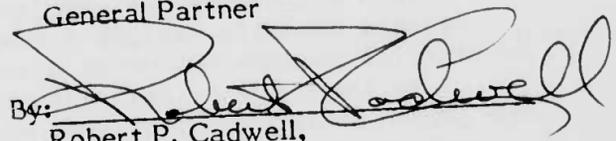
15.00

LIBER - 488 PAGE 149

DEBTOR:

PLAYHOUSE PARTNERSHIP, a
Maryland General Partnership

By: 
Paul Pearson, II,
General Partner

By: 
Robert P. Cadwell,
General Partner

Address where Collateral
will be located:

187, 189 & 193 Main Street
Annapolis, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, 80 West Street, Annapolis, Maryland.

MWO--9

PARCEL NO. 1: BEGINNING for the same at the northmost corner of the brick building situated on the lot herein conveyed, the said beginning being distant westerly one hundred and seventy and four one-hundredths feet as measured along the south building line of Main Street, from the west curb line of Conduit Street, the said point beginning being in the south building line now existing on the said Main Street and running from thence with the said building line South sixty-nine degrees fifty-four minutes East forty-six feet to the northmost corner of the adjoining brick building; thence South nineteen degrees fifty-five minutes West one hundred and thirty and twenty-four one-hundredths feet to a point in an old fence line; thence to and with the rear wall of the brick building herein conveyed North sixty-seven degrees eleven minutes West forty-two and six-tenths feet to the southwest corner of the same; thence North twenty degrees nineteen minutes East twenty-five and seven tenths feet; thence North seventeen degrees fifty-seven East one hundred and two and fifty-nine one hundredths feet to the point of beginning; the above courses being referred to the magnetic meridian of March, 1922. Being known as Nos. 187 and 189 Main (also known as Church) Street, Annapolis, Maryland, and also being known as the Republic Theatre property. The foregoing description being in accordance with the survey of Walter C. Munroe, Civil Engineer.

PARCEL NO. 2: BEGINNING on the South side of Main Street in the centre of an alley distant as measured along the South side of Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-fourth inches from the heretofore established corner of the Republic Theatre lot adjoining hereto on the East, thence running from said place of beginning and leaving said Main Street and with the center of said alley as it is now partly constructed on the lot now being described South twenty degrees eight minutes West one hundred forty-four feet thence running parallel with Main Street South sixty-nine degrees fifty-four minutes East sixty-five feet six inches thence North wenty degrees eight minutes East fifteen feet eight inches to the rear end of the Republic Theatre lot heretofore mentioned thence with said lot in a Westerly direction one foot two inches to the Southwest corner of said Republic Theatre lot, thence still with said lot North nineteen degrees fifty-five minutes East twenty-five feet eight and one-half inches to an iron pipe thence North seventeen degrees fifty-seven minutes East one hundred and two feet seven and one-half inches to the South side of the aforesaid Main Street thence leaving the said Republic Theatre lot and running along the South side of said Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-half inches to the place of beginning. Known as No. 193 Main Street, Annapolis.

Being the same parcels recorded by deeds in Liber 3358 at folio 378 and folio 354.

Mailed to:

So. Atlantic Title ~~_____~~

FINANCING STATEMENT

1. Name of Debtor: HANOVER GENERAL PARTNERSHIP
 Address: c/o Parkway Industrial Center
 7223 Parkway Drive
 Hanover, Maryland 21016

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
 Address: 100 South Charles Street
 Baltimore, Maryland 21201
 Attn: Richard T. McCarter
 Assistant Vice President

RECORD FEE 15.00
 POSTAGE .50

3. This Financing Statement covers the following types (or items) of property.

#02667 0040 R01 T11:21
 AUG 9 85

(a) The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto and in a Deed of Trust dated August 1, 1985, from Debtor to Richard T. McCarter and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any

1985 AUG -8 AM 11:30

E. AUBREY COLLISON
CLERK

mlg

15.00

improvements thereon, whether now or hereafter executed, and the proceeds thereof.

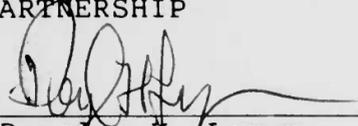
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

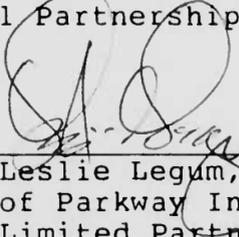
Debtor:

HANOVER GENERAL
PARTNERSHIP

By:  (SEAL)
Douglas H. Legum,
General Partner

and

By: PARKWAY INDUSTRIAL CENTER
LIMITED PARTNERSHIP,
General Partner of Hanover
General Partnership

By:  (SEAL)
Leslie Legum, General Partner
of Parkway Industrial Center
Limited Partnership

DATED: August 2, 1985

(Mr. Clerk: Return to Carol Seydel
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

PLEASE RECORD WITH:

~~State Department of Assessments and Taxation~~
~~Anne Arundel County Land Records~~
Anne Arundel County Financing Statement Records

EXHIBIT A

LIBER - 488 PAGE 153

Lot numbered and lettered 101 in the subdivision known as "Parkway Industrial Center" phase II as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book Liber 96 Folio 50. Fifth Election District.

Mailed to: So Atlantic Title

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257861

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here

This financing statement Dated July 31, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR General Battery Corporation/ c/o Farley/Northwest Acquisition Corporation
Name Corporation
Address 9600 Sears Towers/Chicago, Illinois 60606

2. SECURED PARTY Bankers Trust Company, as Collateral Agent
Name Bankers Trust Company, as Collateral Agent
Address 280 Park Avenue/ New York, NY 10015
Attn: Credit Administration 16W

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto

RECORD FEE 13.00
POSTAGE .50
#02668 0237 R01 T11:28
AUG 8 85

1985 AUG -8 AM 11:37
E. ANNEX COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered) General Battery Corporation

By: W. H. Vela Vice President
(Signature of Debtor)

Type or Print Above Name on Above Line

Bankers Trust, as Collateral Agent

By: David S. Bailey Vice President
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Mail to: C.T. Corp. System
1633 Broadway
New York, N.Y. 10019

Anne Arundel Cty, Md.

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

13.005

mkf

SCHEDULE A

This Schedule A, consisting of (3) pages, is attached to and incorporated in a financing statement pertaining to General Battery Corporation ("Debtor"), and Bankers Trust Company, as collateral agent ("Secured Party").

The attached financing statement covers the following types (or items) of property:

(i) All Receivables (as hereinafter defined) now existing or hereafter arising from time to time;

(ii) All Inventory (as hereinafter defined) whether now existing or hereafter from time to time acquired;

(iii) All moneys, securities and instruments deposited or required to be deposited in the Cash Collateral Account (as hereinafter defined); and

(iv) All Proceeds (as hereinafter defined) (including, without limitation, all insurance and claims for insurance effected or held for the benefit of the Debtor or the Banks (as hereinafter defined) in respect thereof) and products of any and all of the foregoing (all of the above collectively, the "Collateral").

This Financing Statement is filed in connection with the Revolving Credit Agreement dated as of May 30, 1985 among the Debtor, the Banks and certain other parties thereto and in connection with the Assignment and Security Agreement dated as of July 31, 1985 among the Debtor, the Banks and Bankers Trust Company, as Collateral Agent.

As used herein, the following terms shall have the following meanings:

"Banks" means Bankers Trust Company, Manufacturers Hanover Trust Company, Citicorp Industrial Credit, Inc., National Westminster Bank USA, Security Pacific National Bank, The First National Bank of Chicago, The Bank of New York, MBank Dallas, National Association and The Bank of Nova Scotia, collectively.

"Cash Collateral Account" means a restricted non-interest bearing cash collateral account maintained with the Secured Party for the benefit of the Banks.

"Inventory" means all of the inventory of Debtor, whether now existing or hereafter acquired, of every type or description, including, without limitation, all raw materials, work in process, finished goods, consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are or might be used in connection with the manufacture, packaging, shipping, advertising, selling or finishing of any such goods, and all other products, materials and supply and all documents of title covering such inventory.

"Proceeds" has the meaning assigned that term under the Uniform Commercial Code as in effect in this jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority or any person acting under color of such authority and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of the Debtor's rights to payment for goods sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnification on or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration offices, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

GENERAL BATTERY CORPORATION

BANKERS TRUST COMPANY,
as Collateral Agent

By: W.H. Vela
Vice President

By: Dwight S. Bailey
Vice President

By: [Signature]
Vice President

Mailed to: CT-Corp. System-

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 7 August 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Newcomb Electric Company, Inc.
Address 2501 Crain Highway, South Bowie, MD 20716

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by borrower and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
#02670 C040 R01 T11:31
AUG 8 85

1985 AUG - 8 AM 11:39
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

NEWCOMB ELECTRIC CO., INC.
BY: Thomas E. Pericomb
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK
BY: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.85

[Handwritten initials]

257862

LIBER - 488 PAGE 158

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Samuel P. Buckler <i>(Name)</i>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION	
<i>(Name)</i>		
Rt. 1 441 East Bay Front Rd. <i>(Address)</i>	P.O. Box 489 <i>(Address)</i>	
Deale, Md. 20751	Prince Frederick, Md.	

1. This Financing Statement covers the following types of collateral:
- (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - (b) Tobacco

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Alvin Parks(2146/188)	66.239	Anne Arundel	East Bay Front Rd., Deale

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.
4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

X Samuel P. Buckler
(Signature of Debtor)

Type name: SAMUEL P. BUCKLER

(Signature of Debtor)

Type name: _____

Witness: Karen A. Mattingly

Type name: KAREN A. MATTINGLY

Witness: Dorothy F. Bowen

Type name: DOROTHY F. BOWEN

By Gloria D. Occhipinti
GLORIA D. OCCHIPINTI

Type name: _____

Title Acting County Supervisor
Farmers Home Administration

RECORD FEE 11.00
POSTAGE .50
#02671 C237 R01 T11:35
AUG 8 85

Mailed to Secured Party

11.00
.50

1985 AUG -8 AM 11:43

E. COLLISON
CLERK

mly

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 488 PAGE 159

FINANCING STATEMENT

FINANCING STATEMENT

257863

1. Debtor:
BINGO REAL ESTATE ASSOCIATES
LIMITED PARTNERSHIP

Address:
c/o Bruce C. Bereano, ESq.
195 Duke of Gloucester Street
Annapolis, Maryland 21401

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

RECORD FEE 18.00
POSTAGE .50

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

#02692 C237 R01 T13:50
AUG 8 85

RECEIVED FOR RECORD
CIRCUIT COURT - BALTIMORE COUNTY

1985 AUG -8 PM 2:00

E. AUBREY COLLISON
CLERK

18.00
70

ruley

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower and/or any of its General Partners, for use of the Borrower as is necessary in connection with any business operated on the premises including but not necessarily limited to such use as a bingo/meeting hall and/or liquor store.

It is expressly understood by the parties hereto that the list of equipment used in connection with the operation of the snack bar attached hereto as **Exhibit B** and incorporated herein is excepted from the operation of this Financing Statement and the same shall not constitute a part of the secured property subject hereto.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Additional Security Assignment of Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor:

BINGO REAL ESTATE ASSOCIATES
LIMITED PARTNERSHIP

BY: *Sheldon E. Blum* (SEAL)

CEE-SHEL HOLDINGS OF
MARYLAND, INC.
Sheldon E. Blum, President
General Partner

Secured Party:

SECOND NATIONAL BLDG. & LOAN, INC.

BY: *Marion J. Minker, Jr.* (SEAL)

MARION J. MINKER, JR.
Senior Vice President

Dated: August 7, 1985

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

EXHIBIT A

DESCRIPTION OF 2.54 ACRES
OF LAND MORE OR LESS
ALL OF THAT PARCEL
CONVEYED TO SHELDON BLUM
BY 3856/463 AND PART OF THOSE PARCELS
CONVEYED TO SHELDON BLUM BY 3856/468
FOURTH TAX DISTRICT, A.A. COUNTY MARYLAND

BEGINNING for the same at a concrete monument found at the end of the Third or North $51^{\circ}13'$ West 496.45 feet line of Parcel 1 of that land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 468 was granted and conveyed by Miriam Gies Boschert, et. al. to Sheldon Blum, and running thence reversely with and binding on said line, and with and binding also in part along the First or South $85^{\circ}28'40''$ West 219.34 feet line of that parcel of land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 463 was granted and conveyed by Norwood Enterprises to Sheldon Blum, and passing over and iron pipe found at 290.45 feet,

(1) South $78^{\circ}32'50''$ West 509.79 feet, thence with and binding on part of the Second line of the parcel of land described in the deed Secondly mentioned above, and reversely with and binding also on part of the Second line of the parcel of land described in the deed Firstly mentioned above,

(2) North $58^{\circ}04'22''$ West 105.80 feet to the East right -of-way line of the North-Bound Lane of Maryland Route 3 as shown on SRC Plat No. 16279, thence with and binding on said East right-of-way line,

(3) 209.78 feet along the arc of a curve to the left having a radius of 4951.07 feet and a chord bearing North $32^{\circ}40'04''$ East 209.77 feet, thence

continuing with the aforesaid East right of way line of Plats Nos. 16279 and 16281,

(4) North $31^{\circ}27'14''$ East 178.97 feet to an iron pipe found at a point on and distant 476.65 feet from East end of the Northeast property line of the Second parcel of land described in the deed Firstly mentioned above, thence leaving the aforesaid North-Bound Lane of Md. Route 3 and running with and binding on the aforesaid Northeast property line and passing over iron pipes at 37.12 feet, 162.55 feet, 280.27 feet, and 393.75 feet,

(5) South $53^{\circ}25'50''$ East 476.65 feet to the place of beginning, containing 2.54 acres of land, more or less, according to:

(A) Survey by J.R. McCrone, Jr. Inc. dated July 29, 1983 for 1.90 acres, more or less.

(B) Survey by James D. Hicks dated January 6, 1955 for 0.72 acres, more or less.

(C) S.R.C. Plats Nos. 16279 & 16281

SAVING AND EXCEPTING THEREFROM those easement areas shown on S.R.C. Plats Nos. 16279 and 16281 and deeded to S.R.C. of Maryland in Liber 1239 at Folio 202.

BEING part of those parcels of that land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 468 was granted and conveyed by Miriam Gies Boschert, et. al. to Sheldon Blum and all that parcel of land which by deed dated January 29, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3856 at Folio 463 was granted and conveyed by Norwood Enterprises to Sheldon Blum.

As per description prepared by J. R. McCrone, Jr., Inc. dated August 6, 1985.

Mailed to Secured Party

85A154

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242137

RECORDED IN LIBER 448 FOLIO 463 ON April 15, 1982 (DATE)

1. DEBTOR

Name TOD OWEN NEUENSCHWANDER and DONNA R. NEUENSCHWANDER, his wife

Address 530 Overhill Drive, Edgewater, Maryland 21037

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Address 7699 Harford Road, Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 2012

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>530 Overhill Drive, First Assessment District of Anne Arundel County, State of Maryland</p>	

10-00
50
037 102 100-54
AUG 9 85

E. AUDREY COLLISON
CLERK

1985 AUG -9 AM 9:01



Mailed to Secured Party

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Dated April 3, 1985

BY: Lewis E. Messick
(Signature of Secured Party)

Lewis E. Messick, Senior Vice-President
Type or Print Above Name on Above Line

10-00
50

FINANCING STATEMENT

1. Name of Debtor: GENERAL'S HIGHWAY JOINT VENTURE **257865**
152 Rollins Avenue
Suite 100
Rockville, Maryland 20852
2. Name of Secured Party: FIRST MARYLAND FINANCIAL SERVICES CORPORATION
8737 Colesville Road
Ninth Floor
Silver Spring, Maryland 20910
3. Address of Property: SEE EXHIBIT "A" ATTACHED HERETO
4. This Financing Statement covers the following types (or items) of property:

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.

Executed this 30 day of July, 1985.

WITNESS:

GENERAL'S HIGHWAY JOINT VENTURE
a Maryland Partnership

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

BY: *[Handwritten signature]* (SEAL)
ARDEN BAKER

BY: *[Handwritten signature]* (SEAL)
WILLIAM M. CROWELL

BY: *[Handwritten signature]* (SEAL)
ROBERT E. HAHN

BY: *[Handwritten signature]* (SEAL)
KENNETH D. KARR

DACY, RICHIN,
MYERS & SUISSA
ATTORNEYS AT LAW
METROPOLITAN BUILDING
8720 GEORGIA AVENUE • SUITE 205
SILVER SPRING, MARYLAND 20910
(301) 585-6677

RECORD
CLERK

1985 AUG -9 PH 4:21

E. AUBREY COLLISON
CLERK

[Handwritten signature]

260

FIRST MARYLAND FINANCIAL SERVICES CORPORATION, a Maryland Corporation

Christine McNeil

BY: Julian M. Seidel (SEAL)
JULIAN M. SEIDEL
President

GRAFTON ASSOCIATES, INC.
a Delaware Corporation

BY: _____ (SEAL)
KENNETH A. FREEMAN
President

DACY, RICHIN,
MYERS & SUISSA
ATTORNEYS AT LAW
METROPOLITAN BUILDING
8720 GEORGIA AVENUE • SUITE 205
SILVER SPRING, MARYLAND 20910
(301) 585-6677

Dewberry & Davis

Engineers
Architects
Planners
Surveyors

2594 Riva Road
Annapolis, Maryland 21401
(301) 841-6811
(metro) 261-8707

July 30, 1985

DESCRIPTION OF 4.7718 ACRES OF LAND
L.R. WILLSON'S AND SONS, INC. PROPERTY
ON GENERAL'S HIGHWAY

SECOND ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pipe found marking the northwesterly corner common to the lands described herein and the southwesterly corner of the lands of Generals Highway Joint Venture as recorded among the land records of Anne Arundel County, Maryland in Liber 3572 at Folio 711 and as shown on a plat by Dewberry and Davis dated April, 1985, said point being distant South $83^{\circ} 09' 32''$ West 1211.34 feet from an iron pipe binding on the westerly right-of-way line of General's Highway, Maryland Route #178, as shown on State Highway Administration Plats #46879 and #29282; thence departing said point of beginning so fixed and binding reversely in part with meridian referred to Maryland State Grid North

- (1) North $83^{\circ} 09' 32''$ East 943.07 feet to a point marking the corner common to the lands of L.R. Willson and Sons, Inc. and Leonard and Mary Willson as recorded among said land records in Liber 1162 at Folio 250; thence departing the line of division between L.R. Willson and Sons, Inc. and Generals Highway Joint Venture and binding on the line of division for Leonard and Mary Willson's property the following five (5) bearings and distances:
 - (2) South $09^{\circ} 22' 02''$ West 83.13 feet;
 - (3) South $06^{\circ} 47' 54''$ East 5.56 feet;
 - (4) North $83^{\circ} 12' 02''$ East 112.48 feet;
 - (5) North $81^{\circ} 14' 28''$ East 162.62 feet;
 - (6) North $83^{\circ} 12' 02''$ East 22.74 feet to a point in the westerly right-of-way line of General's Highway Maryland Route 178; thence binding on said right-of-way line in part thereof
 - (7) South $11^{\circ} 18' 49''$ East 107.39 feet;
 - (8) South $35^{\circ} 23' 07''$ West 4.27 feet to an iron pipe marking the northeasterly corner common to the lands of Wilburn and Virginia Campbell as recorded among the land records of the aforementioned county in Liber 1760 at Folio 457; thence binding on the line of division of Wilburn and Virginia Campbell

Fairfax, VA
Annapolis, MD
Danville, VA
Gaithersburg, MD
Manassas, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA
Yanceyville, NC

DESCRIPTION OF 4.7718 ACRES
Page 2

July 30, 1985

- (9) South $83^{\circ} 11' 34''$ West 241.03 feet to a point being 0.77 feet right of an iron pipe found; thence continuing on said line
- (10) South $83^{\circ} 11' 34''$ West 983.29 feet for a total distance of 1224.32 feet to an iron pipe in the easterly line of division of the lands of the State Road Commission of Maryland as among the land records of the aforementioned county in Liber 764 at Folio 513; thence binding on said line
- (11) North $06^{\circ} 28' 30''$ West 189.54 feet to the place and point of beginning

CONTAINING 4.7718 Acres of land, more or less, as now described by Dewberry and Davis, Registered Professional Land Surveyors.

BEING a portion of the lands conveyed by deed dated August 13, 1974 from Carsten C. Harms to L.R. Willson and Sons, Inc. and recorded among the land records of Anne Arundel County, Maryland in Liber 2697 at Folio 565.

THIS description and plat has been prepared without the benefit of a furnished title report.

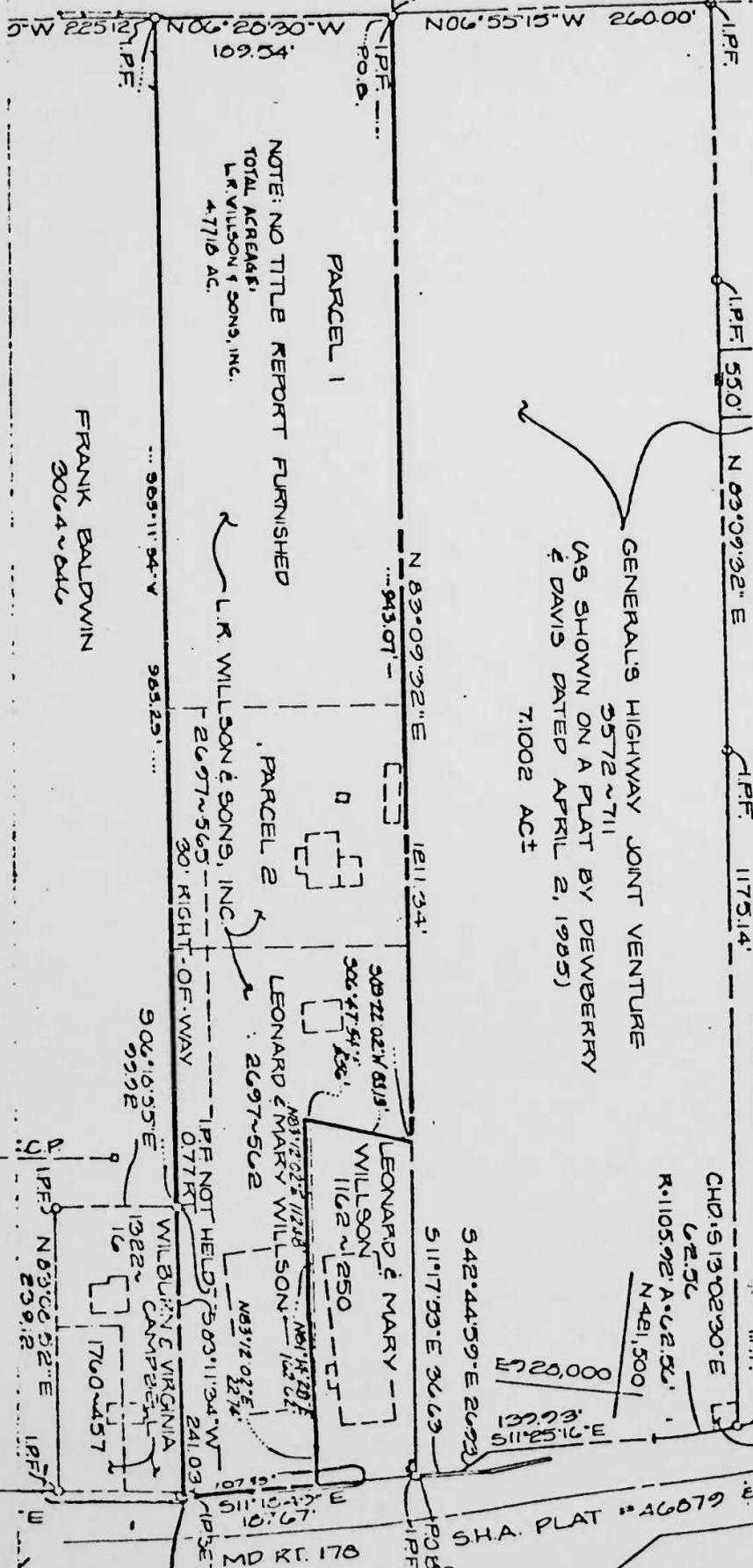
Mailed to: *Darcy, Richard, Myers*
R. Scussa

Dewberry & Davis



MD. STATE GRID NORTH

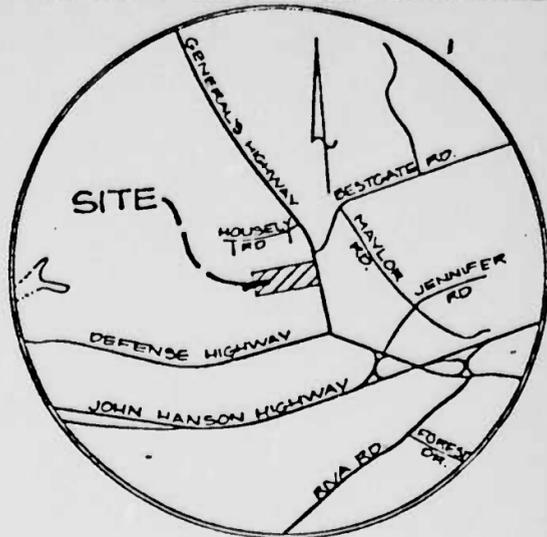
STATE ROADS COMMISSION
OF MARYLAND
764 - 513



NOTE: NO TITLE REPORT FURNISHED
TOTAL ACREAGE:
L.R. WILLSON & SONS, INC.
4.7718 AC.

FRANK BALDWIN
3064~616

GENERAL'S HIGHWAY JOINT VENTURE
(AS SHOWN ON A PLAT BY DEWBERRY
& DAVIS DATED APRIL 2, 1985)
7.1002 AC±



VICINITY MAP

LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- MONUMENT FOUND

NOTES:

- 1) NO SCALE
- 2) NO TITLE REPORT FURNISHED

FOR TITLE INFORMATION SEE:

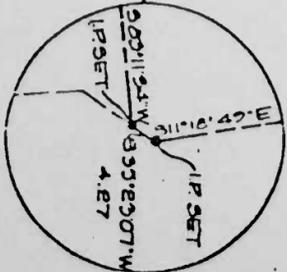
L.R. WILLSON & SONS, INC.
LIBER 2697 FOLIO 565
ACREAGE: 4.7718 AC.

UTIL. ESMIT ANNE ARUNDEL CO.
WGL 2566-619

CHD: 5130230°E
62.96
R: 110592' A: 62.56'
N 441,500

5920,000
139,93'
511°25'16"E

DETAIL



BOUNDARY SURVEY
GENERAL'S HIGHWAY
JOINT VENTURE

TAX MAP #45 BLOCK #19
2ND TAX DISTRICT
ANNE ARUNDEL COUNTY, MD
SCALE: NONE APRIL 2, 1985

DEWBERRY & DAVIS
ENGINEERS-ARCHITECTS-PLANNERS-SURVEYORS
2524 RIVA RD. ANNAPOLIS, MD

TO BE
 NOT TO BE } RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$6,000.00

Recording Tax Paid Only on
Items Subject to Said
Recording Tax: \$10,000.00

FINANCING STATEMENT

CLAY, INC. and CLAY'S, INC.

1. Debtor(s):

Name or Names—Print or Type
1 Riverview Avenue, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code
CLAY M. DONOHO and DIANE WHITE and CHARLES M. DONOHO

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):

Clay, Inc.
By Charles M. Donoho
Clay M. Donoho, President
Clay's, Inc.
By Charles M. Donoho
Clay M. Donoho, President
Charles M. Donoho
Clay M. Donoho
Diane White
Diane White
Charles M. Donoho
Charles M. Donoho

SECURED PARTY:

BALTIMORE CIGARETTE SERVICE, INC.
By Robert E. Carlucci
(Company, if applicable)
Robert E. Carlucci, President
(Signature of Secured Party)
Type or Print (Include Title if Company)

To the Filing Officer: After this Statement has been recorded, please mail same to:

NAME AND ADDRESS: Zell Margolis, Esq. 200 E. Lexington Street
1313 Court Square Bldg., Baltimore, Md. 21202

FILED
1985 AUG 12 PM 3:26

mlg 15.00
42.00
50

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 1 Riverview Avenue, Annapolis, Md. 21401 - Class "D" Beer, Wine and Liquor License #452 (Music and Sunday)

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

Mail to Zell Margolis

LIBER - 488 PAGE 171

PRINT OR TYPE ALL INFORMATION

Anne Arundel County

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

243563
LIBER 452 PAGE 177
Instrument Receipt #01373

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

John C. Frishett
Julia S. Frishett
2700 Woodfern Ct.
Woodbridge, Va. 22192

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

1985 AUG 12 PM 3:26

FILED



Name & address of Secured Party

Bank of Virginia
P.O. Box 711
Springfield, Va. 22150

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

2-999999-500-250

Bank of Virginia

Bartholomew C. Jamison
Signature of Secured Party if applicable (Date)

10.06
10.50

Equipment is Leased. Filed for informational purposes only.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.C. Burroughs & Associates, Inc.

Address 7146 Montevideo Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Litton Industries Credit Corporation

Address 425 Post Road, Fairfield, Connecticut 06430

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1)Matsuura MC-1000VS, S/N 85014299 with MX-1 Controls, S/N S4621813, with Tsudakoma RNCM-301R and 4th Axis Electricity.

One(1)Methods Slant 1-H, S/N C21101, with Fanuc 11T controls with parts catcher.

One(1)Methods Slant 2, S/N C20932, with Fanuc 11T controls.

CR #3124

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

W.C. Burroughs
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

R. J. FILAKOSKY, ASST TREAS.
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 AUG 12 PM 3:26

mlaf 11:00:30

LIBER - 488 PAGE 173

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 445
Identification No. 240970

Page No. 307
Dated December 28, 1981

1. Debtor(s) { Form Services, Inc.
Name or Names—Print or Type
717 Wedeman Ave. Linthicum Heights, MD. 21090
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street Baltimore, MD. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

Please add the following as an additional address of the debtor:

719 Hammonds Ferry Lane
Linthicum, Maryland 21090

~~XXXX~~ Form Services, Inc.
NAME OF DEBTOR
Louis C. Boldt
SIGNATURE OF DEBTOR
Pres.
TITLE
FNB 1216 (1-80)

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Thomas B. Freeze
Signature of Secured Party
Thomas B. Freeze Loan Executive
Type or Print (Include Title if Company)



Mailed to Secured Party

FILED

1985 AUG 12 PM 3: 26

10.00
.50

LIBER - 488 PAGE 174 UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256478 BOOK 484
 PAGE 323

RECORDED IN LIBER _____ FOLIO _____ ON 4/23/85 (DATE)

FILED WITH:
 CLERK OF CIRCUIT COURT
 OF ANNE ARUNDEL

1. ~~DEBTOR~~ LESSEE:

J&S: RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D.,
 Name STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D., BARRY R. NATHANSON, M.D.
 Address 51 FRANKLIN STREET, SUITE 420, ANNAPOLIS, MD 21401

2. ~~SECURED PARTY~~ LESSOR:

Name HBE LEASING CORPORATION
 Address 11330 OLIVE ST. RD., ST. LOUIS, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	ASSIGNEE: FBS BUSINESS FINANCE CORPORATION 400 BAKER BUILDING, P.O. BOX 2409 MINNEAPOLIS, MN 55402	
	ALL COLLATERAL AS LISTED ON ORIGINAL FILING. LEASE #11653.01	

FILED
 1985 AUG 12 PM 3:26
 BL
 CLERK

Mailed to Assignee

Dated _____

[Signature]
 (Signature of Secured Party) LESSOR

HBE LEASING CORPORATION
 Type or Print Above Name on Above Line

10.00
 .50

STATE OF MARYLAND

LIBER - 488 PAGE 175

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256143

RECORDED IN LIBER 484 FOLIO 49 ON 4-15-85 (DATE)

1. DEBTOR

Name Appliance Parts Centers (A General Partnership)

Address 1959 West Streets, Annapolis, MD 21401

2. SECURED PARTY

Name Tri-Continental Leasing Corporation

Address P.O. Box 907, 95 North Route 18 South, Paramus, NJ 07653

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p>
	<p>Equipment & Equipment Location: As per original filing Lease#23356 (165) Assignee: Investors Savings & Loan Association ← 249 Millburn Avenue, Millburn, NJ 07041</p>	
	<p>Dated _____</p>	

[Handwritten Signature]

(Signature of Secured Party)

Tri-Continental Leasing Corporation

Type or Print Above Name on Above Line



Mailed to Assignee

FILED

1985 AUG 12 PM 3:26

10:00
10:50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

ID. No. 236082
Liber
XXXXXXX No. 432

Page No. 520
Dated Dec. 30, 1980

1. Debtor(s) { MI-SO, INC.
Name or Names—Print or Type
1680 Annapolis Road, Odenton, Maryland 21113
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1985 AUG 12 PM 3:26

FILED



Dated: 3/15/85

BALTIMORE CIGARETTE SERVICE, INC.

Name of Secured Party

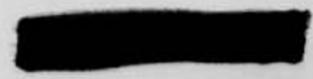
By Robert E. Carlucci pres.
Signature of Secured Party

Robert E. Carlucci, Pres.

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party



10.00
.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

257868

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARYLAND REPRODUCTION & SUPPLY

Address 110 W. 25th STREET Balto, Md. 21218

2. SECURED PARTY

Name BRUNING

Address 1800 BRUNING DRIVE WEST Balto, Md.

Stasaca, IL 60143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 System Mate 900 (rental)

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Andrew E. Kipe
(Signature of Debtor)

ANDREW E. KIPE
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul M. Brown
(Signature of Secured Party)

Type or Print Above Name on Above Line

mlg 11.00

LIBER - 488 PAGE 177

1905 AUG 12 PM 3:26

FILED

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Scott, Frank J. 566 Pinedale Dr. Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in 100 Gold Street Limited Partnership, a New York limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

NOT SUBJECT TO RECORDATION

Mail to _____

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:	Filed with: <i>Anne Arundel Co.</i> <i>10F007</i>
---	---

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans, authorized signatory for *Diana C. Evans*
 VMS Realty Partners, attorney-in-fact for *Attorney-in-fact* Industrial Indemnity Company
 For *Frank J. Scott* (Debtor) By: *David Bond* Attorney-in-Fact
 By: *Frank J. Scott* (Signature(s) of Debtor(s)) By: *David Bond* (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

FILED

1985 AUG 12 PM 3: 26

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2300

257870

LIBER - 488 PAGE 179

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Sherwood, Henry L. 114 Summers Run Annapolis, MD. 21401	2. Secured Party(ies) and address(es) Industrial Indemnity Company c/o Financial Guaranty Associates 330 East Kilbourn Avenue Suite 1170 Milwaukee, WI 53202	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in 100 Gold Street Limited Partnership, a New York limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.		5. Assignee(s) of Secured Party and Address(es)

RETURN ACKNOWLEDGEMENTS TO
 NOT SUBJECT TO RECORDATION **NATIONWIDE INFORMATION**
 488 BROADWAY
 ALBANY, N.Y. 12207
 Mail to

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: *10F094*
Anne Arundel Co.

Check if covered, Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented:

For Debtor *Diana C. Evans*, authorized signatory for *Diana C. Evans*
 VMS Realty Partners, attorney-in-fact for *Attorney-in-fact*
 By: *Henry L. Sherwood* Signature(s) of Debtor(s)
 By: *[Signature]* Signature(s) of Secured Party(ies)
 Industrial Indemnity Company
 David Bond
 Attorney-in-Fact
 (For Use In Most States)

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

FILED

1985 AUG 12 PM 3: 27

mlg

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Tepper, Frederick
Tepper, Lawrence
Wagner, Terry
D/B/A. F.A. Tepper & Sons
532 Tepper Rd.
Severn, Maryland 21144

2. Secured Party(ies)

Address(es) And Name(s):

Maryland Clarklift, Co., Div
The Space Maker Group, Inc.
3310 Childs Street
Baltimore, Maryland 21226

4. For Filing Officer: Date, Time, File No., Filing Office:

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

One Clark C500YS60 Forklift Y355-535-4323

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.
Filed with: Sec. of State

Filing Office of _____ County/City

8. Signatures:

By X

James Tepper
Debtor(s) [or Assignor(s)]

By

[Signature]
Secured Party(ies) [or Assignee(s)]

13.00

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

Mailed to Assignee

FILED

1985 AUG 12 PM 3:27

mlg

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. DOES NOT CREATE A SECURITY INTEREST \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE

Name ARG, INC. T/A NORTHWOODS RESTAURANT
Address 609 MELVIN AVE, ANNAPOLIS, MD 21401

2. SECURED PARTY LESSOR

Name NEZCO CORPORATION
Address P.O. Box 537, LAUREL, MD 20707
Return To: FCA, P.O. Box 506, Balto., Md. 21206

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL IM 201 DU HOSHIZAKI ICE MACHINE SERIAL # D10156

1 MODEL KB 200 HOSHIZAKI ICE MACHINE BIN SERIAL # 0026

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ARG, INC.

(Corporate or Trade Name)

Gonzalo Fernandez sec-treas

(Signature of Debtor)

GONZALO FERNANDEZ

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NEZCO CORPORATION

Howard E. Nelson pres.

(Signature of Secured Party)

HOWARD E. NELSON

Type or Print Above Signature on Above Line

Mail to FCA

11.06
.50

FILED

1985 AUG 12 PM 3:27

mls

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Date: July 5, 1985

3. Maturity date (if any): N/A

1. Debtor(s) Name (Last Name First)

Memphis Advisory Group, Inc.,
Donald R. Pace and
Bill B. Blankenship

2. Debtor(s) Address

5100 Sanderlin
Suite 1400
Memphis, TN

This space for use of Filing Officer.
Number

LIBER - 488 PAGE 182

257873

4. Secured Party(ies)

Rector-Phillips-Morse, Inc.
and other parties listed on
Exhibit A attached hereto
and incorporated by reference

5. Secured Party(ies) Address

800 Prospect Building
1501 North University
Little Rock, AR 72205

6. Assigned Party(ies)

7. Assigned Party(ies) Address

8. This financing statement covers the following types (or items) of property:

Property described on Exhibit B attached hereto and incorporated by reference.

The secured party is authorized by the parties security agreement to prepare and file this financing statement as shown in Exhibit C attached hereto and incorporated by reference.

FILED

1985 AUG 12 PM 3:27

Mailed to Secured Party

Gill, Skokos, Simpson, Buford & Graham, P.A.
300 Superior Federal Building
Capital at Broadway

This Instrument Prepared By Little Rock, AR 72201

Description of Real Estate. (Use this only if applicable)

Check (X) If covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented: 3

Filed with Circuit Court Clerk of _____ County. () Secretary of State.

Memphis Advisory Group, Inc.

Rector-Phillips-Morse, Inc., et al.

By: James I. Lasley
Signature(s) of Debtor(s)
James I. Lasley, Attorney in Fact

By: James I. Lasley
Signature(s) of Secured Party(ies)
James I. Lasley, President

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1.

Forms may be purchased from Parkin Printing & Stationery Co., Sixth and Ringo Street, Little Rock, Ark.

EXHIBIT A

Rector-Phillips-Morse, Inc.

RPM Land Sales, Inc.

RPM Management Company, Inc.

RPM Mortgage Company, Inc.

Lagniappe Properties, Inc.

Robert K. Beal

John L. Burnett

Thomas G. Cole

William I. Hastings, Jr.

James I. Lasley

Ross McCain

Henry M. Rector

Nancy Rector Young

William F. Rector, Jr.

Eleanor T. Trotter

Darrell Rook, Sr.

Peter H. Hornibrook

EXHIBIT B

1. The debtor does hereby assign, grant and set over to the secured party and agrees that the secured party shall have a security interest in the following collateral:
 - a. All right, title and interest of Assignor under all present and future management contracts with all Lagniappe Inn projects to be developed under the Development Agreement plus the management contracts with the Lagniappe Inn projects developed or to be developed and described in Exhibit A to the Security Agreement; and
 - b. All right, title and interest of Assignors as general partners or otherwise in all Lagniappe Inn projects to be developed under the Development Agreement plus the Lagniappe projects now existing or hereafter developed as described in Exhibit A to the Security Agreement, and all other contracts or agreements, oral or otherwise, arising out of and relating to the development of such projects.
 - c. All right, title and interest of Assignors in the proprietary copyrighted name "Lagniappe Inn," as well as the physical configuration developed by Assignors for the Lagniappe Inn buildings and the method of operation developed by Assignors for Lagniappe Inns, limited, however, to those projects included in subparagraphs (a) and (b) in this Paragraph 1.

EXHIBIT C

Financing Statements

The security interest in the Property granted by the Debtor to the Secured Party shall be perfected by the filing of financing statements as required by the law of applicable jurisdictions. Concurrent with the execution of this Security Agreement, the Debtor has executed three copies of Financial Statements (UCC-1). If such executed UCC-1 is not, for any reason, acceptable to the authorities of the applicable jurisdictions, the Debtor hereby authorizes the Secured Party to act as his attorney-in-fact to have executed and filed on his behalf the appropriate and correct state financing statements. The signature of the Debtor to this Security Agreement shall be sufficient authority to the Secured Party to execute in the name of the Debtor such appropriate and correct documents as may be required to carry out the intent of this Paragraph. To further evidence such grant of security interest, Debtor delivers and pledges herewith any certificate or other documentation reflecting Debtor's general partnership interest in the Partnerships.

In addition to the foregoing, at any time and from time to time, upon request of the Secured Party, the Debtor will give, execute, file and/or record any further notice, financing statement, continuation statement, instrument, document or agreement that the Secured Party may consider necessary or desirable to create, preserve, continue, perfect or validate the security interest granted hereunder or which the Secured Party may consider necessary or desirable to exercise or enforce its rights hereunder with respect to such security interest. Without limiting the generality of the foregoing, the Secured Party is authorized: to file with respect to the Property one or more financing statements, continuation statements or other documents prior or subsequent to closing with or without the signature of the Debtor and to name therein the Debtor and the Secured Party; or to correct or complete or cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been signed by the Debtor.

FINANCING STATEMENT - 488 PAGE 186

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. Anne Arundel County **257874**
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Offshore Systems, Inc. P.O. Box 3236, Annapolis, MD. 21402
 1200 Hollyday Court, Annapolis, MD. 21403

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Christal Messett, Loan Clerk 2024 West Street, Annapolis, MD. 21401
 (Type name & Title)

FILED
1985 AUG 12 PM 3:27

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Offshore Systems, Inc.
 BY: John F. Cermak (Seal) _____ (Seal)
John F. Cermak, President (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85) Mailed to Secured Party *mlf 11.00 20.50*

257875

LIBER - 488 PAGE 137

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Arinc Research Corp.
2551 River Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
First Southern Financial
4480 N. Shallowford Road
Atlanta, GA 30338

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
1 Zenith ZVM 151-22 Computer with 10 M/B hard Disc & 640 K Memory Ser# 4340C0044C
1 Zenith ZVM 123 Green Monitor Ser# 1396814
1 Data South Dot Matrix Printer Ser# 0900502

5. Assignee(s) of Secured Party and Address(es)
First Family Financial Serv
4362 Peachtree Rd N.E.
Atlanta, Ga. 30319

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.
Filed with:

Arinc Research Corp.
By: [Signature] 6/7/85
Signature(s) of Debtor(s)

First Southern Financial
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM FORM UCC-1.

mlf 11.00
P

Mailed to Assignee

FILED
1985 AUG 12 PH 3: 27

A11018

Anne Arundell

LIBER - 488 PAGE 188

257876

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 7/16/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Words, Words, Words, Martha C. Cummins d/b/a + Virginia E. Newton

Address 300 State Street, Annapolis, MD 21403

319 Edgemere Drive

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.

Address P.O. Box 1258, Reading, PA 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

- 1 Lanier Typemaster 12-D Word Processor with 2 Disk Drives
- 1 12-F Software
- 1 Typemaster Acoustical Cover

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Words, Words, Words, Martha C. Cummins d/b/a
(Signature of Debtor)

AMERICAN EQUIPMENT LEASING CO., INC.

Marshall Cummins, Owner
Type or Print Above Name on Above Line

Virginia E. Newton
(Signature of Debtor)

Dawn C. McCoy, Oper Coord.
(Signature of Secured Party)

Virginia E. Newton
Type or Print Above Signature on Above Line

DAWN C. MCCOY
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

1985 AUG 12 PH 3: 27

mlc 14.00
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LIBER - 488 PAGE 189

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name and mailing address: (Do not abbreviate) Harley Davidson of Annapolis, Inc. 1929 Lincoln Drive Annapolis, MD 21401	2. Secured Party(ies) Name and Address: ITT DIVERSIFIED CREDIT CORP. P.O. Box 2740 Richardson, TX 75080	3. For Filing Officer (Date, Time and Filing Office):
---	---	---

4. This statement refers to original Financing Statement No. 249200 Date Filed Sept. 30, 19 83
Check if applicable This Financing Statement Change is to be filed for record in the real estate records.

5. A. Continuation <input type="checkbox"/> The original Financing Statement is still effective.	B. Assignment <input checked="" type="checkbox"/> The Secured Party of record has assigned his interest in the following collateral to:	C. Termination <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement.	D. Partial Release <input type="checkbox"/> The Secured Party of record releases the following collateral:	E. Amendment <input type="checkbox"/> The Financing Statement is amended as set forth below:
--	--	--	--	--

6. Please assign to: ITT COMMERCIAL FINANCE CORP. (Collateral is same as original)
P.O. Box 832740
Richardson, Texas 75083-2740

Harley Davidson of Annapolis, Inc. ITT COMMERCIAL FINANCE CORP.,
formerly,
ITT DIVERSIFIED CREDIT CORP.

By _____
Signature(s) of Debtor(s)

By P. J. Seales
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical

10:00
P

NOTE: Attaching additional pages to a standard form will render the form into a nonstandard.
STANDARD FORM—FORM UCC-3 (REV. 9-1-83) — APPROVED BY SECRETARY OF STATE OF TEXAS THE ODEE COMPANY, DALLAS, TEXAS 75238



Mailed to Secured Party

FILED

1985 AUG 12 PM 3:27

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert Street, The Shill Craft bldg.
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 24, 1985, schedule 01 dated July 12, 1985, between Assignor as Lessor and Lease Account # 584260 as Lessee, Assignor has granted a Security Interest in the following equipment lease to Lessee, to Assignee per a Non-Recourse Assignment of Rents dated July 12/85, between Assignor and Assignee:

- 1 (one) F.L. Smithe wrap folding Machine/1 outside printing unit/harfer kit feed and quartz lamp dried w/reostat control w/5 or 7 1/2 HP varidrive motor 220 volt 3 phase S/N 722/1289
- 1 (one) Hobbs Automatic Die Cutting Press w/newly planed cutting board 220 volt 3 phase S/N 13941
- 1 (one) F.L. Smithe off line window Die Press w/rebuilt motor mounting S/N OP 72

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stammerro
(Signature of Secured Party)

John J. Stammerro, Sr. V.P.
Type or Print Above Name on Above Line
J. David Kommalan, V.P.

Filed with Anne Arundel County.

Mailed to Secured Party

FILED

1985 AUG 12 PM 3:27

11.00
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mlg

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert Street, Skill Craft Bldg., 4th Floor
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated May 29, 1985, and schedule #02 dated June 26, 1985 between Assignor as Lessor and LEASE ACCOUNT # 589250 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 12/85, between Assignor and Assignee:

5 (five) 1981 Crane Carrier Century II Cement Mixers w/rex 10 Cubic yard paving mixers, 671 Detroit engines, RT0958 LL Transmissions and 44,000 lb. rockwell rears. S/N's 31477-1200; 31479-1223; 31519-1159; 31522-1221; and 28845-1193.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]

(Signature of Secured Party)

John J. Stammerro, Sr. V.P. or
Type or Print Above Name on Above Line
David J. Kommalon, V.P.

Filed with Anne Arundel County.

Mailed to Secured Party

FILED

1985 AUG 12 PM 3: 28

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LIBER - 488 PAGE 192

257879

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) JUNE 12, 1991

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
The Chincoteague Connection, Ltd.	1005	Marton Street,	Laurel,	Maryland 20707

Name of Secured Party or assignee	No.	Street	City	State
****See Below				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

The following types of property of the Route 198 Cafe located at 3503-3505 Laurel-Ft. Meade Road, Laurel, Maryland 20707: All of the debtors' accounts receivable and contract rights now existing or hereafter acquired, evidencing any obligation to Debtors for payment for goods sold or leased or services rendered; all policies and certificates of insurance, deposits, cash or other property owned by the Debtors or in which Debtors have an interest and which evidence any obligation to Debtors' for payment of goods sold or leased or services rendered all of which arise out of the management of the business known as the Route 198 Cafe which may now or hereafter be in the possession of the Debtors whether now existing or hereafter acquired; all of the licenses, goodwill, leasehold interest, supplies goods, inventory now owned or hereafter acquired, all equipment, parts, appliances, accessions and apputenances now or hereafter owned, acquired or placed thereon, all of which shall constitute a component part of the collateral. (If affixed to realty—state value of each article)

RETURN TO:

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner).....
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.....
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is.....

Debtor(s) or assignor(s)
The Chincoteague Connection, Ltd.

By: Charles R. Hart, President (Seal)
(Corporate, Trade or Firm Name)

Andeshir Vedadi
Signature of Secured Party or Assignee

(Type or print name under signature)
****Secured Party:
Andeshir Vedadi
P. O. Box 3344
Silver Spring, Maryland 20901

(Owner, Partner or Officer and Title)
(Signatures must be in ink)
Andeshir Vedadi, Owner

Mail to _____

FILED

1995 AUG 12 PM 3:28

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rulef

MARYLAND TERMINATION STATEMENT

Date 7/19/85, 1985

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Vincent J Yuhaneck Jr
2705 221 St Pasadena MD 21122

2. Secured Party and address (Type complete corporate name): ITT Financial Services
AKA Thorp Credit Inc 3505 Eastern Avenue
Baltimore, MD 21224

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Riber 437 Page 590

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT Financial Services

(TYPE COMPLETE CORPORATE NAME)

By: Kathleen R. Miller

Kathleen R Miller

MANAGER

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

Mailed to Secured Party

FILED



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Clerk of the Circuit Court
P.O. Box 71
Annapolis, MD 21404

LIBER - 488 PAGE 194

Clerk of the Circuit Court - Anne Arundel County
MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252287,
RECORDED IN LIBER 474 FOLIO 36 ON 06/14/84 (DATE).

2. Name and address of Debtor(s) Arundel Landscaping, Inc. 101 Ritchie Highway Pasadena, Anne Arundel, MD 21122	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093
--	---

4. After recording, this statement is to be returned to C.I.T. Corporation at

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

One (1) International Harvester 3500A Loader/Backhoe S/N 2787

Dated July 16, 1985

Joseph C. Sickle
(Signature of Secured Party)

Joseph C. Sickle

(Type or Print Name of Secured Party on Above Line)

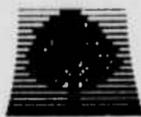


Mailed to Secured Party

FILED

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MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at AA County and State Dept. of Assessments and Taxation
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 6,900.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to AA County and State Dept. of Assessments and Taxation.

5. Debtor(s) Name(s)	Address(es)
Leonard L. Harner	7202 Brentwoods Rd. Hanover, Md. 21076
Janice Harner	7202 Brentwoods Rd. Hanover, Md. 21076
Richard D. Mitchell	1640 Meadowood Ct. Edgewood, Md. 21040
Rebecca A. Mitchell	1640 Meadowood Ct. Edgewood, Md. 21040

6. Secured Party

Address
Maryland National Bank
Attention: _____
P.O. Box 1875
Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Leonard L. Harner (Seal)

X Janice M. Harner (Seal)

Richard D. Mitchell (Seal)

X Rebecca A. Mitchell (Seal)

Secured Party
Maryland National Bank

Yvonne T. Johnson (Seal)

Yvonne T. Johnson Senior Customer Acct. Rep.
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

FILED

Mailed to Secured Party

1985 AUG 12 PM 3:28

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SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a
Financing Statement for a 1973 Schultz Mobile Home Serial number E121378

Washer
Dryer
Refrigerator
Dishwasher
Range
Shed
Awning
Carpeting
Curtains and Rods
Drapes
All Permanent Fixtures

Leonard L. Harner
Leonard L. Harner

Janice M. Harner
Janice Harner

Richard D. Mitchell
Richard D. Mitchell

Rebecca A. Mitchell
Rebecca A. Mitchell

Mailed to Secured Party

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 24, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RMF ASSOCIATES, A PARTNERSHIP
Address 828 Springvale Road, Great Falls, VA 22066

2. SECURED PARTY

Name Chesapeake Trawlers, Inc.
Address 2830 Solomons Island Road, Edgewater, MD 21037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 35' Marine Trader Sundeck Model Fiberglass Hull # E1Y35167E585

1985 135 HP Ford Lehman Diesel Engine # 4580037

Home Anchorage/Winter: Mayo, MD

First Assignee:
First Commercial Corporation
303 Second Street
Annapolis, MD 21403

Second Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RMF ASSOCIATES, A PARTNERSHIP

Frank J. Magliato
(Signature of Debtor)

Frank J. Magliato

Type or Print Above Name on Above Line

Naomi B. Magliato
(Signature of Debtor)

Naomi B. Magliato

Type or Print Above Signature on Above Line

Robert Walman Jr.
(Signature of Secured Party)

Chesapeake Trawlers, Inc.

Type or Print Above Signature on Above Line

Mailed to Assignee

FILED
1985 AUG 12 PM 3:28

Anne Arundel Co
7-1885

11:50
mlf

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

- 1. PLEASE TYPE this form. Fold only along perforation for mailing.
- 2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)
 Diane ~~Shreve~~ ^{Center}
 2009 Presta Rd
 Glen Burnie Md 2061

2. Secured Party(ies) and address(es)
 U.S. ENERGY CONSERVATION
 6911 RICHMOND HIGHWAY
 ALEXANDRIA, VA 22306

3. Maturity date (if any):
 For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
 Replacement windows

5. Assignee(s) of Secured Party and Address(es)
 BARCLAYS AMERICAN/FIN.
 424 MAPLE AVENUE, EAST
 VIENNA, VA 22180

CONDITIONAL SALES CONTRACT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

By: Diane McShreves
 Signature(s) of Debtor(s)

By: [Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

FILED

1985 AUG 12 PM 3:28

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 TO BE FILED IN LAND RECORDS

INSTRUCTIONS

- 1 PLEASE TYPE this form. Fold only along perforation for mailing.
- 2 Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 3 If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4 If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6 At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) <i>Mary Nease</i> 336 Valleywood Rd Millersville Rd 21086	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 4 Double Hung Energy Lock III Replacement Windows CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: *Mary Nease*
 Signature(s) of Debtor(s)

By: *USACE*
Jen
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

FILED

1985 AUG 12 PM 3:28

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- 1. PLEASE TYPE this form. Fold only along perforation for mailing.
- 2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>William Johanns 8351 Jumpers Hole Road Millersville, Md 21108</p>	<p>2. Secured Party(ies) and address(es)</p> <p>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Replacement Windows</i></p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p style="margin-left: 40px;">↓</p> <p>Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180</p>

CONDITIONAL SALES CONTRACT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

X William D Johanns
By: _____
Signature(s) of Debtor(s)

USECC
JAD
By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

11:50

FILED

1985 AUG 12 PM 3:28

Mailed to Assignee

mlcf

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

TO BE FILED IN LAND RECORDS

INSTRUCTIONS

- 1 PLEASE TYPE this form. Fold only along perforation for mailing.
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- 4 If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6 At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p><i>SNYDER EVA M. 7645 PLEASANT DR. PASADENA, MD. 21122</i></p>	<p>2. Secured Party(ies) and address(es)</p> <p>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>8 Energy Lock III Replacement Windows 1 Storm Door</p> <p>CONDITIONAL SALES CONTRACT</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: *Eva M Snyder*
Signature(s) of Debtor(s)

USECC

By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

Mailed to Assignee

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1985 AUG 12 PM 3: 28

mld

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

TO BE FILED IN LAND RECORDS

INSTRUCTIONS:

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Carmelo & Lillian Latorre 1503 Charles Avenue Glen Burnie, Md 21061	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: <i>Thermal Windows Replacement</i> CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

x *Carmelo Latorre*
 x *Lillian Latorre*
 By _____
 Signature(s) of Debtor(s)

USCC
[Signature]
 By _____
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

12.00

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

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TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Ira & Nancie Bulson 908 Pine Road Glen Burnie, Md 21061	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:

2 Patio Doors

CONDITIONAL SALES CONTRACT

5. Assignee(s) of Secured Party and Address(es)

Barclays American/Financial
424 Maple Avenue, East
Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: *Ira & Nancie Bulson*
Signature(s) of Debtor(s)

By: *Usecey*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <i>STRUCK, WILLIAM & DONNA 815 Harmony Ave. Arnold, Md. 21012</i>	2. Secured Party(ies) and address(es) <i>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306</i>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: <i>5 Energy Lock III Replacement windows</i>		5. Assignee(s) of Secured Party and Address(es) <i>Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180</i>

CONDITIONAL SALES CONTRACT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

William J. Struck

By: *Donna J. Struck*
Signature(s) of Debtor(s)

USECC

By: *JED*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Robert & Helen McIntire 328 Tunstall Court Severna Park, Md 21146	2. Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION 6911 RICHMOND HIGHWAY ALEXANDRIA, VA 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 3 Double Hung & 1 Bow Replacement Windows CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) BARCLAYS AMERICAN/FIN. 424 MAPLE AVENUE, EAST VIENNA, VA 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

x *Robert & Helen McIntire*
 By: *Helen A. McIntire*
 Signature(s) of Debtor(s)

USECC
[Signature]
 By: _____
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

Mailed to Assignee

FILED

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mlc

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 TO BE FILED IN LAND RECORDS

INSTRUCTIONS

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <i>Cundling Frederick Mary 7788 Edgewood Ave Pasadena Md 2122</i>	2. Secured Party(ies) and address(es) <i>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306</i>	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: <i>Replacement windows</i> CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) <i>Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180</i>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

x Frederick O. Cundling III
 By *x Mary G. Cundling*
 Signature(s) of Debtor(s)

USECC
 By *Jed*
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

12:50

Mailed to Assignee

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1985 AUG 12 PM 3:29

mlg

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

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TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <i>ANDERSON, RONALD & DEBRA 1512 EVERGREEN RD. SEVERN, MD. 21144</i>	2. Secured Party(ies) and address(es) <i>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306</i>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: <i>7 Double Hung Energy Lock III 1 Storm Door 1 Patio Door</i> CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) <i>Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180</i>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Ronald Anderson
By: *Debra Anderson*
Signature(s) of Debtor(s)

USECC
By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

17.00

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
 Dove, Vernon & Avis
 431 Hawthorn Rd,
 Linthicum, MD.
 21061

2. Secured Party(ies) and address(es)
 U.S. Energy Conservation Corp.
 6911 Richmond Highway
 Alexandria, Va 22306

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Replacement Window

CONDITIONAL SALES CONTRACT

5. Assignee(s) of Secured Party and Address(es)

Barclays American/Financial
 424 Maple Avenue, East
 Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

X Vernon M. Dove

By: X Avis L. Dove
Signature(s) of Debtor(s)

USECC

By: JED
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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1985 AUG 12 PM 3: 29

mlg

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Reich, LARRY + LORETTA 897 Laurie W. Glen Burnie MD.	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Replacement Windows CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

x *[Signature]*

By: x *Loretta Reich*
Signature(s) of Debtor(s)

USECC

[Signature]

By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

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TO BE FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Solley, Charles MARY 7624 Solley Road Glen Burnie, Maryland 21061</p>	<p>2. Secured Party(ies) and address(es)</p> <p>U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>Replacement Windows 3 Double Hung Energy Lock III Replacement Windows CONDITIONAL SALES CONTRACT</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>BARCLAYSAMERICANFINANCIAL 424 Maple Ave East Vienna, VA 22180</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Charles G Solley
 By Mary C Solley
 Signature(s) of Debtor(s)

U.S. Energy Conservation Corp.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

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TO FILED IN LAND RECORDS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Dale & Barbara Shifflett 121 Bliss Lane Glen Burnie, Md 21061	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:

7 Energy Lock III Replacement Windows

CONDITIONAL SALES CONTRACT

5. Assignee(s) of Secured Party and Address(es)
Barclays American/Financial
424 Maple Avenue, East
Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Dale W. Shifflett Signature(s) of Debtor(s)

By: USECC Signature(s) of Secured Party(ies)

FILED
1985 AUG 12 PM 3:29

mlg

25.
20.01

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 7/17 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 2337742 in Office of Barrett Kerrimore AA MD
Liber 437 pg 233 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Phillip G + Phyllis Hilford
780 Magouista Road Arnold MD 21012



FILED

1985 AUG 12 PM 3: 29

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Bank
..... Secured Party

By MD. Hodges
Its Branch Office Manager
543 Ritchie Hwy.
Deer Park, Md 21116

Mail to _____

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name, First) and address(es) Telecommunication Science Corp. 541 Second Street Annapolis Md. 21403</p>	<p>2. Secured Party(ies) and address(es) Audiovox Corporation ↘ 150 Marcus Blvd. Hauppauge N.Y. 11788</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property: All inventory of goods and merchandise now held or hereafter acquired by Debtor from the Secured Party and/or bearing the trademark(s) AUDIOVOX and/or AVX and/or HI COMP and/or SPS and/or PROTECTOR and/or AUDIOTEL either singly or in combination with any other word or words, together with all additions or accessions there to and all accounts, contract rights, documents, instrument, general intangibles and chattel paper of Debtor now existing or hereafter arising out of with respect to such inventory and all proceeds of all the foregoing.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p>		<p>Filed with: 11-00</p>
<p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p>		
<p>Telecommunication Science Corporation By: <u>[Signature]</u> Signature(s) of Debtor(s)</p>	<p>Audiovox Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)</p>	

Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

Mailed to Secured Party

FILED
1985 AUG 12 PM 3:29

[Handwritten initials]

2A Anne Arundel 7/13
505 36 3015

257897

LIBER - 488 PAGE 214

Buyer's (Debtor's) Name (Last name first) Cirksema, William J	Purchaser's Mailing Address 8A2 Pres. Pl. Dr Annap. Md.	Zip Code 21401
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address 21401	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1919 Lincoln Dr Annap, Md.	Zip Code 21401
BUYER'S SOC. SEC. NO. (First Signer) 505-36-3015		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	330	Diesel L.G. Tractor	360603
1	N	JD	50	mid mower	
1	N	JD		Mat Collection System	
1	N	JD		Front Dethatcher	
1	N	stihl	FS80	Weed eater	

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
POST OFFICE BOX 4949
SYRACUSE, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 505 X 4949
Syracuse, N.Y. 13221

Debtor resides in Anne Arundel md (County) Note dated and signed 7/13/85 (Date) Debtor's Telephone No. 301 2678174

[Signature]
WILLIAM J. CIRKSENA
(Debtor's Signature)

Annapolis 4A Rental
[Signature]
DAVID B. Graham, Sales
(Seller's (Secured Party) Signature)

(Do not write below this line)

Mailed to Assignee

11:00
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FILED
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[Handwritten initials]

Anne Arundel 219 38 9666 2A 7/12

Buyer's (Debtor's) Name (Last name first) Kircher, Robert A	Purchaser's Mailing Address 1604 Orchard Way Annap. Md 2144	Zip Code 2144
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rental Inc	Seller's Address 1919 Lincoln Dr Annap., Md 21401	Zip Code

BUYER'S SOC. SEC. ND. (First Signer) **219-38-9666**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	650	Utility Diesel Tractor 2 wheel drive No Roll over Bar Extra Trac Tires	015247
1	N	JD	160	Mid Mower w/ front elec Pro	526516

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
PO Box 4949
Syracuse, NY 13221

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**
P.O. Box 505, 4949
Syracuse, N.Y. 13204
13221

Debtor resides in Anne Arundel md, Note dated and signed 7/12/85 Debtor's Telephone No. (301) 757-

X Robert A Kircher
(Debtor's Signature)
Robert A. Kircher
(Debtor's Signature)

Annapolis 4A Rental
(Seller's Name)
David B. Graham
Seller's (Secured Party) Signature David B. Graham, VP

(Do not write below this line)

FILED Mailed to Assignee
1905 AUG 12 PM 3:29

11.00
D
mef

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1 Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated 7/15/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, New York 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 750 Utility Diesel Tractor S/N 009781
w/MFWD, ROPS Bar & Seat Belt, Bar Tires, Hydr. Pkg.,
Grille Guard

New John Deere 67 Loader w/ 54" Bucket

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Annapolis 4A Rentals
(Signature of Debtor)

Annapolis 4A Rentals
Type or Print Above Name on Above Line

Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator

Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00
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FILED

1985 AUG 12 PM 3: 29

mls

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp. DBA/Pasadena 4A Rentals / WAGNER, Kenneth R
Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Company, Syracuse
Address 4949 Court Street & Deere Road
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 750, Utility Diesel Tractor S/N 14084 w/ROPS Bar, Bar Tires, MFWD, Hydr. Pkg.
- John Deere 67 Loader w/54" Bucket
- John Deere No 7 Backhoe w/16" Bucket

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Northward Corp., DBA/Pasadena 4A Rentals
(Signature of Debtor)

Northward Corp., DBA/Pasadena 4A Rentals
Type or Print Above Name on Above Line
Kenneth R. Wagner
(Signature of Debtor)
Kenneth R. Wagner
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)
Robert P. Murphy, Administrator
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 AUG 12 PH 3: 30

13.00
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msf

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) HILLEARY, FELICIA MERKLE, JAMES F. T/A MERK-HILL STABLES 1016 UPPER PINDELL ROAD LOTHIAN, MD 20711	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 NEW FORD 1710 TRACTOR, SER.#ULO6912, 1 NEW FORD 770B LOADER & BUCKET, SER.#WL45161,
1 NEW FORD ROLL BAR & SEAT BELT, 1 NEW JABAR BUSH HOG, 1 NEW JB3 J BAR REAR BLADE.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales from Gateway Ford Tractor

Filed with:
Clerk of the Court

<i>Felicia Hillery</i> _____ FELICIA HILLEARY (SIGNATURE OF DEBTOR)	Ford Motor Credit Company _____ (NAME OF SECURED PARTY)
<i>James F. Merkle Jr.</i> _____ JAMES F. MERKLE T/A MERK-HILL STABLES (SIGNATURE OF DEBTOR)	BY: <i>W. R. Howsare</i> _____ W. R. Howsare Assistant Branch Manager
FMCC JUN 64 0782 (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.	

MAILED TO SECURED PARTY
FILED
1985 AUG 12 PM 3:30.

12.00
.50
mlg

BJ 2501 HN32

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) WAITE, Donna Jo 885 Marlboro Road Lothian, MD 20711	2. Secured Party(ies) and Address(es) ↓ FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 1981 FORD 3600 TRACTOR, SER.#C672937

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor
Filed with:
Clerk of the Court

Donna Jo Waite
(SIGNATURE OF DEBTOR)
DONNA JO WAITE

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY:

W. R. Howsare
W. R. Howsare
Assistant Branch Manager

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 64

PRINTED IN U.S.A.

FILED

Mailed to Secured Party

1985 AUG 12 PH 3: 30

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This STATEMENT is presented for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and Address(es)
Murph's Speed Center, Inc.
7621 Baltimore & Annapolis Blvd.
Glen Burnie, MD 21061

Secured Party(ies) and Address(es)
MAP Leasing Co.
P.O. Box 25
Winona, MN 55987

For Filing Officer

1. This financing statement covers the following types (or items) of property:
one SG 7000-5-3 Surface Grinder Serial #225558
with attachments.

Assignee(s) of Secured Party

WINONA NATIONAL AND SAVINGS BANK
Winona, Minnesota 55987

NOT Subject To Recordation TAX

If crops are covered describe the real estate and give the name of the record owner.

2. Products/Proceeds of Collateral are also covered by this Statement

10.00

- Additional Sheets presented.
- Debtor is a transmitting utility as defined in M.S. 336.9-105.
- For Filing with the Secretary of State of Minnesota.
- For Filing with the County Recorder Anne Arundel County.
- For Filing in Uniform Commercial Code Records.

Signature(s) of Debtor(s): (Required in most cases - see instruction # 5)

BY: [Signature] BY: _____

If the Debtor's signature is not present indicate the reason for its absence in the Debtor's signature block and sign the Secured Party's signature block.

Signature of Secured Party
BY: [Signature]

(1) Filing Officer Copy—Alphabetical
(Rev. 2/85)

Mailed to Secured Party

FILED

1985 AUG 12 PM 3: 30

[Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257904

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 7-9-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NELLIE BENTZ

Address 616 NAUTILUS AVE BALTO, MD 21225

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA N. J. Richardson & Sons Inc. Secured Party

Address 4444 SHACKLEFORD RD. 6400 Windsor Mill Road

NORCROSS, GEORGIA 30093 Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

KUBOTA BS200F TRACTOR SERIAL # 20362
WOOD L59KSS MOWER SERIAL # 1634

Mailed to Assignee

1985 AUG 12 PM 3:30

FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

54900-835554

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nellie C Bentz
(Signature of Debtor)

Nellie C. Bentz
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah Sparks
(Signature of Secured Party)

Deborah Sparks
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 3, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NOLEN, Troy D.
Address 1570 Cameron Crescent #2B, Reston, VA 22090

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 38' Ta Shing Panda fiberglass hull #OSL38024E585
1985 40 HP Universal diesel engine

Home anchorage/winter: Pasadena, MD

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

[Signature]
(Signature of Debtor)

TROY D NOLEN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

FILED
1985 AUG 12 PM 3:30

Anne Arndt Co
7-17-85

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 249048

RECORDED IN LIBER 488 FOLIO 115 ON NOV 16 82 (DATE)

1. DEBTOR: Name LESTER A & Melodie A. Langley-SELL
 Address 1032A DEEP CREEK AVE ARNOLD MD

2. SECURED PARTY: Name COMMERCIAL CREDIT SAVING & LOAN
 Address 1012 Ritchie Highway SEVERNA PARK MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

A. CONTINUATION..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input type="checkbox"/>	C. TERMINATION..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
D. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		E. OTHER..... <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)
[Empty space for description of assignment or other details]		

3. Assignee of Secured Party(ies) from which security information obtainable:
 Name COMMERCIAL CREDIT SAVING & LOAN
 Address 1012 Ritchie Highway SEVERNA PARK MD 21146

Dated 8/18/85

 (Signature of Secured Party)
LA WHITESELL
 Type or Print Above Name on Above Line

Mailed to Secured Party 

FILED
 1985 AUG 12 PM 3:30

LIBER - 488 PAGE 224

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 242745

RECORDED IN LIBER 450 FOLIO 223 ON May 28 82 (DATE)

1. DEBTOR: Name David A & Vicki L Hamil

Address 843 Arundel Dr Arundel MD

2. SECURED PARTY: Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway

Severna Park MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>	

3. Assignee of Secured Party(ies) from which security information obtainable:

Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

Dated 7/18/85

L A Whitesell

(Signature of Secured Party)

L A Whitesell

Type or Print Above Name on Above Line



Mailed to Secured Party

FILED

1985 AUG 12 PM 3:30

10.00

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

Does not create a security interest.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name Annapolis Fish Market Inc. ~~the Annapolis Fish Market~~

Address Market House Annapolis Maryland 21401

2. SECURED PARTY lessor

Name Nelco Corporation

Address P.O. Box 537 Laurel Maryland 20707

~~Return To: RCA, P.O. Box 508, Balto., Md. 21208~~

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

3 MF1006W-P Ice-O-Matic Ice Machines

Serial Numbers: E533 00432W
E533 00228W
E533 00281W

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Fish Market Inc.
(Corporate or Trade Name)

John W. Patton
(Signature of Debtor)

JOHN W. PATTON
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Nelco Corporation

Howard E. Nelson pres.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

1985 AUG 12 PM 3:30

11.00
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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Corporate Fleet Management,
Inc.
DBA Americar Rental System
780 Elkridge Landing Rd.
Linthicum, MD 21090

2 Secured Party(ies) and address(es)
General Motors Acceptance
Corporation
10777 Main Street
Fairfax, VA 22030

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
General intangibles, contract rights, chattel paper,
accounts and assignment of accounts including, but
not limited to, those arising out of the sale or lease
of motor vehicles, trailers and semi-trailers, including
rents receivable under leases and rental agreements.

ASSIGNEE OF SECURED PARTY
Name
Address

Check if covered: Proceeds are also covered Products of Collateral are also covered No. of additional Sheets presented:

Corporate Fleet Management, Inc.
DBA Americar Rental System

General Motors Acceptance Corporation

By *[Signature]*
Signature(s) of Debtor(s)
V.P. FINANCE
Filing Officer Copy-Alphabetical

By *[Signature]* *[Signature]*
Signature(s) of Secured Party(ies)
Asst. Sec'y
11.50

GMAC UCC-1 4-77

Mailed to Secured Party

FILED

1985 AUG 12 PM 3:30

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 } AMOUNT OF
 } \$ _____

FINANCING STATEMENT

PROFESSIONAL COMMUNICATIONS, INC.

Name or Names—Print or Type

306 Dellwood Court, Annapolis, Maryland 21401

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

FIRST AMERICAN BANK OF MARYLAND

Name or Names—Print or Type

2. Secured Party:

8701 Georgia Avenue, Silver Spring, Maryland 20910

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1. All inventory.
2. All accounts receivable.
3. All assets, tangible and intangible of any kind or description.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): PROFESSIONAL COMMUNICATIONS, INC. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

BY: *[Signature]*
(Signature of Debtor)

DAVID W. SHINEMAN, President
Type or Print

(Signature of Debtor)

Type or Print

[Signature]
(Company, if applicable)
BY: (Signature of Secured Party)

TERRY ADKINS
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404

Lucas Bros. Form F-1

Mailed to Secured Party

FILED

1985 AUG 12 PM 3:30

12.00
50

257909

LIBER - 488 PAGE 228

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) State of Maryland Comptroller of the Treasury State Income Tax Bldg. Annapolis, MD 21401	2. Secured Party(ies) and address(es) Municipal Leasing Corporation 8260 Greensboro Drive McLean, VA 22102	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property: (1) IBM 3380 AD4 Disk, S/N <u>A3404</u> together with all additions and accessions thereto, replacements thereof and substitutions therefor. Equipment Location: The Baltimore Data Center, 301 W. Preston Street, Room 206, Baltimore, MD 21201. 209 83-484M #26	5. Assignee(s) of Secured Party and Address(es)
--	---

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

STATE OF MARYLAND CONTROLLER OF THE TREASURY Philip G. Martin, Director By: <i>[Signature]</i> Signature(s) of Debtor(s)	MUNICIPAL LEASING CORPORATION By: <i>[Signature]</i> Signature(s) of Secured Party(ies)
--	---

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

FILED
1985 AUG 12 PM 3:30

158216

LIBER - 488 PAGE 229

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BATHTIQUE INTERNATIONAL LTD. 161 NORRIS DRIVE ROCHESTER, NEW YORK 14610	2. Secured Party(ies) and address(es) CHASE LINCOLN FIRST BANK, N.A. (FORMERLY KNOWN AS LINCOLN FIRST BANK, N.A.) ONE LINCOLN FIRST SQUARE ROCHESTER, NEW YORK 14643 ATTN: KENNETH K. CONTE	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>240735</u> Filed with <u>ANNE ARUNDEL COUNTY, MD</u> Date Filed <u>DECEMBER 9</u> 19 <u>81</u>		

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. BATHTIQUE INTERNATIONAL LTD.'S ADDRESS HAS CHANGED TO: CARNEGIE PLACE
247 NORTH GOODMAN STREET
ROCHESTER, NEW YORK 14607

No. of additional Sheets presented: _____

BATHTIQUE INTERNATIONAL LTD.	CHASE LINCOLN FIRST BANK, N.A.
By: <u>Eugen S. Tomasi</u> <u>Exec VP</u>	By: <u>[Signature]</u> <u>- official</u>
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical	10.00

STANDARD FORM - FORM UCC 3

Mailed to Secured Party

FILED

1985 AUG 12 PM 3: 30

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Free State Truck Service, Inc. 201 Frankfurst Ave. Baltimore, Maryland 21225</p>	<p>2 Secured Party(ies) and Address(es)</p> <p><i>MS</i> Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240</p>	<p>3 Maturity date (if any): <i>AA</i> For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p><i>MS</i> Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: *Free State Truck Service, Inc.* *MS* *12.00*
50

By: *William C. Polt* *Paulley*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

603469 Rev. 12-80

1—FILING OFFICER—ALPHABETICAL

Mailed to Assignee

FILED
 1985 AUG 12 PM 3: 31

Anne Arundel County
FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on
principal amount of \$.....

1. Name of Debtor(s): Autorama Sales, Inc. T/A
Address: Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, Maryland 21307

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
One (1) Century Mustang Boat, S/N CEBAM074E585

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s): Feltman High Performance Boats
X. *Ralph L. Feltman III*
..... Ralph L. Feltman III, Vice President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Dennis F. Peters Jr.*
..... Dennis F. Peters, Jr., Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

FILED
1985 AUG 12 PM 3:31

12.00
3

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUNDIFF, John R.
Address 5405 2ND STREET NW, WASHINGTON, DC 20011

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 SECOND STREET
ANNAPOLIS, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1985 21' Chris Craft 210 LTD fiberglass hull #CCVAB416F585
- 1985 260 HP Mercruiser gas engine #A431853
- 1985 Magic Tilt Trailer #1M5RJNT22F1000013

Home anchorage/winter: Annapolis, MD

ASSIGNEE:

FIRST FIDELITY BANK, N.A. SOUTH JERSEY
Rt. #541 & Sunset Road
Burlington, NJ 08016

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John R. Cundiff
(Signature of Debtor)
JOHN R. CUNDIFF
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

James V. Madhugan
(Signature of Secured Party)
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Assignee

FILED

1985 AUG 12 PM 3:31

11:00
50

Ames Arundel Co
7-17-85

FINANCING STATEMENT

257913

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

1. LESSEE: Ornamental Iron Works, Inc.
Name or Names

145 8th Ave., N.W. Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR: ALPHA LEASING COMPANY

P.O. BOX 2915 BALTIMORE, MARYLAND 21229

3. This Financing Statement covers the following types of property:
(Describe - Attach separate list if necessary.)

- 1 - Lincoln Welding Power #K-1292
S/N #A1046311

FILED
1985 AUG 12 PM 3:31

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

LESSEE: Ornamental Iron Works, Inc.

Jack Givens Pres.
Signature of Lessee Title

JACK GIVENS
Type or Print Name of Above

LESSOR:

ALPHA LEASING COMPANY

Jonathan S. Waranch
Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mail to ALPHA LEASING COMPANY
P.O. Box 2915
Baltimore, MD 21229

11.00

LIBER - 488 PAGE 234

257914

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es): HOUSER JIMMY L. HOUSER BEVERLY D. 1750 COPELY CT. CROFTON MD 21114	2. Secured Party(ies) (or Assignee) and address(es): 063 235 ALLSTATE ENTERPRISES, INC. 10850 LOWELL AVE. OVERLAND PARK KS 66210	For Filing Officer (Date, Time, No. & Filing Office):
3A. This Financing Statement covers the following types (or items) of property: (describe) THE TOTAL AMOUNT OF INDEBTEDNESS UNDER ANY CONTINGENCY IS \$ 8271.60 ONE 17FT BASSTRACKER BOAT, ID#: BUJ41500B585 1985 ONE BASSTRACKER TRAILER, ID#: 1JL114412FA006346 1985 ONE MERCURY 35 HP MOTOR, ID#: A120578 1985		
3B. (If Collateral is crops) the above described crops are growing or are to be grown on: (describe Real Estate) 3C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (legal description of Real Estate) (Name of Record Owner) 4. (If products of Collateral are claimed) <input type="checkbox"/> Products of the Collateral are also covered.		
Filed with <u>Clerk of Circuit Court</u> <u>Allstate Enterprises, Inc.</u> <u>7-16-85</u>		
By: <u>HOUSER JIMMY L. & HOUSER BEVERLY D.</u> <i>[Signature]</i> Signature(s) of Debtor(s)		<u>Lisa Brown</u> <i>[Signature]</i> Signature(s) of Secured Party(ies) or Assignee(s)
(1) FILING OFFICER COPY—ALPHABETICAL FORM UCC-1—KANSAS UNIFORM COMMERCIAL CODE		Form approved by: <i>[Signature]</i> Secretary of State FORM K450 B. & C. INC. 2820 ROE LANE KANSAS CITY, KS. 66103

Mailed to Secured Party

FILED

1985 AUG 12 PM 4:09

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated July 15, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1041 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 1985 between Assignor and Assignee:

- 1 (One) Bidmaster 5 Estimating Computer System S/N 194390
- 3 (Three) Estimating II Terminals S/N's T26200; T25853; T25854
- 3 (Three) Overlay Keyboards S/N's 4735B; 4736B; 4730B
- 2 (Two) Okidata 82 A Printers S/N's 553251; 553250

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

EST./ FOST. DRW

FILED

1985 AUG 12 PM 4:09

11.00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated July 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1040 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee per a Non-Recourse Assignment of Rents dated July 18/85 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 192163
- 3 (Three) Estimating II Terminals S/N's T23829; T23850; T23874
- 3 (Three) Overlay Keyboards S/N's 4653B; 4672B; 4671B
- 3 (Three) Okidata 92 A Printers S/N's 553242; 551002; 551001

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with the State of MD

Mailed to Secured Party

EST./SMP/QNX

FILED

1985 AUG 12 PM 4:09

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated July 15, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1039 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 1985 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 193776
- 1 (One) Estimating II Terminal S/N T26199
- 1 (One) Okidata 92 Printer S/N 323670
- 1 (One) Accounting Terminal S/N T26209
- 1 (One) Overlay Keyboard S/N 4745B

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with the State of MD

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

EST./ANC./WILS

Mailed to Secured Party

FILED

1985 AUG 12 PM 4:09

11.00
-50

A.G. County
432.50



MARYLAND NATIONAL BANK
We want you to grow.SM

257918

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County \$432.50, 7-17-85

5. Debtor(s) Name(s) _____ Address(es) _____
 Thomas Fazekas c/o Hampton House
 Karen Fazekas 200 S. Main Street
 Annapolis, Md. 21401

6. Secured Party _____ Address _____
 Maryland National Bank P.O. Box 17372
 Attention: LDRU Baltimore, Maryland 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Thomas Fazekas (Seal)
 x Karen Fazekas (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Mary-Stuart Kilner (Seal)
 Mary-Stuart Kilner
 Commercial Banking Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RETURN TO:
 MARYLAND NATIONAL BANK
 ATTN: LEGAL DOCUMENTATION
 REVIEW UNIT
 P.O. BOX 17372
 BALTIMORE, MARYLAND 21203

Mail to

FILED

1985 AUG 12 PM 4:09

1399963/0001

12.00
420.00
432.00

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3 11.00

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corp. The Steffey Bldg., Ste 200-B 407 Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Newworld Bank for Savings 55 Summer Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 254329 filed (date) 10/23/84 with County Clerk

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

..... Sarah L. Woolverton, Assistant Vice President
 By By Sarah L. Woolverton
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980



Mailed to Secured Party

FILED

1985 AUG 12 PM 4:09

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____ CONTRACT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 589162

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.A.J. SEAFOOD, INC.
Address 353 Fleagle Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bld. Ste. 200B
407 Crain Hwy. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 trucks 1985 Int'l 1954 supreme body trucks ID's 26168 & 26169 refrigerated units, thermo king rd 150 #'s 0552751501 & 0552751502
S/N's #1HTLDUXN6FHA56775 & 1HTLDUYN9FHA56897

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J.A.J. SEAFOOD, INC.
Will A Wood President
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro III Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

FILED

1986 AUG 12 PM 4:10

STATE OF MARYLAND

CMOS-Co. 7A
257920

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

LIBER - 488 PAGE 241

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.
Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule A

FILED
1985 AUG 12 PM 4: 10

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Chesapeake Charter, Inc.

(Signature of Debtor)
John Long
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown
Type or Print Above Signature on Above Line

11.00
50

LIBER - 488 PAGE 242

0705-06-88

SCHEDULE A

One (1) used 1976 International Model 1753 school bus s/n D0822FHB10013 with a 66 passenger Ward school bus body; one (1) used 1975 Ford Model B700 school bus s/n B70EVX26163 with a 66 passenger Thomas school bus body; one (1) used 1974 International Model 1753 school bus s/n 13672DHA42436 with a 66 passenger Thomas school bus body; and one (1) used 1974 International Model 1753 school bus s/n 13682CHA22318 with a 60 passenger Thomas school bus body; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.



Mailed to Secured Party

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es) L & S Diesel Service Inc. 400 Arundel Corporation Road Glen Burnie, Md. 21061</p>	<p>2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Regina Taylor</i></p> <hr/> <p>Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of diesel repair and maintenance (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 125,000.00

DEBTOR:

L & S Diesel Service Inc.

By: *Albert Snapp*
(Type Name)

By: *Regina Taylor*
(Type Name)

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: *Robert G. Holmes Jr.*
(Type Name)

July 12 1985
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

FILED
1985 AUG 12 PM 4:10

Mailed to Secured Party

11.00
875.50

257922

LIBER - 488 PAGE 244

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City.</u>	<u>State</u>
---	------------	---------------	--------------	--------------

Douglas B. Ensor Rebecca Ensor	103 Lochleven Drive,	Severna Park, Maryland	21146
<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u> <u>State</u>

Griffith Energy Services 2510 Schuster Drive, Cheverly, Maryland 20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Installation of one new Whirlpool Central Air Conditioning Unit. Condenser on outside of house, piped to new coil installed in furnace supply plenum inside the outse; new primary controls.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction (s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

X Douglas B. Ensor

X Rebecca C. Ensor

(Type or print name under signature)

Griffith-Consumers Company
Energy Services
2510 Schuster Drive
Cheverly, MD 20781 (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee
Harold Jeffries
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

FILED

1985 AUG 12 PM 4:10

JUL 19 1985

B.00

J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85

257923

LIBER - 488 PAGE 245

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Vashdev Nanwani *h/a Turquoise Land*
Name or Names—Print or Type
466 Glen Mar Rd. Glen Burnie MD 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Arundel Property Investors Limited Partnership
Name or Names—Print or Type Commercentre East B, Suite 270
1777 Reisterstown Rd. Baltimore Maryland 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All inventory, fixtures and equipment in Store #158A-161A Jumpers Mall, Anne Arundel County, Maryland also known as 8080A Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

V. Nanwani
(Signature of Debtor)

Vashdev Nanwani
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)

[Signature]
(Signature of Secured Party)

By: Robert E. Statkiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Baltimore, MD 21208

Mail to

FILED

1985 AUG 12 PM 4:10

12.00
50

257924

LIBER - 488 PAGE 246

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies (last two sheets) and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00.
- When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. Type on last line all offices in which statement is filed.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number and Filing Office)
Mentz, Charles Sr. 16 Hull Avenue Annapolis, Maryland 21403	The Central Trust Co. NA 354 Second Avenue PO Box 192 Gallipolis, Ohio 45631	

4 This financing statement covers the following types (or items) of property:

1985 Wellcraft Cruiser boat Serial# WELC0961D585 Modewl# 230AC
 260 HP Mercrusier Engine Serial # A330433
 Mercruiser Stern Drive Outdrive unit Serial# A335378

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of Ann Arundel County and State Dept. Of Assessments & Taxation

By *Charles F. Mentz*
Signature(s) of Debtor(s)

By *Randall C. Hays*
Signature(s) of Secured Party(ies)

11.00

(1) FILING OFFICER COPY-ALPHABETICAL

FILED

1985 AUG 12 PM 4: 10

Mailed to Secured Party

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) L & S Diesel Service Inc. 400 Arundel Corporation Road Glen Burnie, Md. 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Cezayirli Taylor</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of diesel repair and maintenance (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$50,000.00

DEBTOR:

L & S Diesel Service Inc.

By: Albert Shoop
(Type Name)

By: Nelson A. Lauer
Cher W. Lauer

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Robert G. Holmes Jr

ROBERT G. HOLMES JR
(Type Name)

July 12 19 85
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa.

Mailed to Secured Party

FILED

1985 AUG 13 AM 9:09

11.00
 39.50

FINANCING STATEMENT

File No. []

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Ritchie Lumber and Building Supply Co. 5904 Ritchie Hwy. Baltimore, Maryland 21225	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Building Supplies (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~X~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$60,000.00

DEBTOR:

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

Ritchie Lumber and Building Supply Co. By: [Signature]
(Type Name)

By: [Signature] [Signature]
Solomon B. Schwartz (Type Name)

By: _____ (Date Signed by Debtor) July 15, 1985

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Mailed to Secured Party

FILED

1985 AUG 13 AM 9:09

11.00
420.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/15/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack D. Beuchel

Address 415 N. Main Highway Glen Burnie Md 21041

2. SECURED PARTY

Name Southern States Cooperative Inc Cockeysville Md

Address PO Box 450 1905 11th St
Cockeysville Md 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/15/89

4. This financing statement covers the following types (or items) of property: (list)

18 hp riding mower with deck

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jack D. Beuchel
(Signature of Debtor)

Jack D. Beuchel
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah A. Becker
(Signature of Secured Party)

Deborah A. Becker
Type or Print Above Name on Above Line

Southern States Cockeysville Md

FILED

Mailed to Secured Party

1985 AUG 13 AM 9:09

11.00
50

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es) Braswell Precision, Inc. 7513 Connelley Drive Suite D Hanover, Maryland 21122</p>	<p>2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford Commercial Loan, 341671 Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Machine Shop (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

Also see attached listing

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$250,000.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

Braswell Precision, Inc.

(Type Name)

By: James K. Braswell
 James K. Braswell, President

By: Gary W. Thomas

Gary W. Thomas, Vice President

(Type Name)

July 1

1985

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11.00
179.00

FILED

1985 AUG 13 AM 9:09

Braswell Precision, Incorporated
 7513 Connelley Dr., Suite D., Hanover, Md. 21122

COLUMN WRITE	1 2 3 4			
	DISTRIBUTOR	DISCRIPTION	SERIAL #	
1	CHESAPEAKE	MAT 500V YASNAC		
2	BURROUGHS	1440 LAGON LATHE	14485010179	
3	BURROUGHS	HARIG TYPE GRINDER		
4	BURROUGHS	MAGNETIC CHUCK	NA	
5	BURROUGHS	ROLLIN CUT OFF SAW		
6	ENCODE	COMPUTER		
7	BURROUGHS	LAGUN FTV 1	20659 FTV-1S	
8	BURROUGHS	LAGUN FTV-2	20495 FTV-2S	
9	BURROUGHS	VICTOR BENCH GRD	NA	
10	BURROUGHS	BENCH VISE	NA	
11	BURROUGHS	LISLE DRILL GRINDER	NA	
12	BURROUGHS	KALAMAZOO 56MS ^{BENT} SANDER	NA	
13	BURROUGHS	(2) HOLD DOWN CLAMPSET	NA	
14	BURROUGHS	FIMS S4 TOOL POST	NA	
15	BURROUGHS	STARETT SURFACE QT	NA	
16	BURROUGHS	COLE SHP AIR COMP.		
17	BURROUGHS	TROYKE U-12 ^{ROTOR} TABLE	NA	
18	BURROUGHS	(2) VICTOR 166F DRILL PRESS	NA	
19	BURROUGHS	MITUTOYO GAGE BLOCKS	NA	
20	BURROUGHS	MITUTOYO CMM		
21	BURROUGHS	MAT 500V YASNAC		
22	NORMAN MACH	HANS VECT EDM		
23				
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40				

Mailed to Secured Party

MARYLAND FINANCING STATEMENT (Secured Party or Assignee Form)

*Instructions to Loan Officer: In most cases the signature of the Debtor is required to complete the Financing Statement. In a few special situations, however, the signature of the Secured Party alone is sufficient. This Financing Statement form may be used only if one of the situations described below in section five is true and the appropriate box is checked.

- Not subject to Recordation Tax.
- Subject to Recordation Tax; Principal Amount is \$ 93,800.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Powercon Corporation</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>1551 Florida Ave.</u> <small>(Name)</small>	Attn: <u>Meg Anderson</u> <small>(Name of Loan Officer)</small>
<u>Severn, Md. 21144</u> <small>(Address)</small>	<u>83 Forest Dr.</u> <small>(Address)</small>
	<u>Annapolis, Md. 21401</u> <small>(Address)</small>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

The property herein called "equipment" which is described below and in any separate schedule at any time delivered by borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith and any maintenance agreements applicable thereto:

- IBM System 36: CPU- model # 5360B24 serial # 30225
- Printer- model # 5262M1 serial # 11865
- Tape Drive- model #8809 serial # 52598
- (2) CTR's- model #3180 serial #L6580 and serial # L4167

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

5. Check at least one of the following (see instructions to loan officer above).

- The collateral has been brought into this State subject to a security interest in another jurisdiction.
- The Debtor's location has been changed to this State.
- The original filing on this collateral has lapsed.
- This collateral has been acquired after a change of name, identity, or corporate structure of the Debtor.
- The collateral includes proceeds of original collateral described above in which a security interest was perfected.

SECURED PARTY (OR ASSIGNEE): THE FIRST NATIONAL BANK OF MARYLAND (Seal)

By: Margaret R. Anderson (Seal)
(Signature)

Margaret R. Anderson
(Print or Type Name)

DEBTOR: Powercon Corporation

By: Ralph Seigel
Ralph Seigel, President

FILED

1985 AUG 13 AM 9:09

Mailed to Secured Party

11.00
654.50
.50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242680

RECORDED IN LIBER 450 FOLIO 97 ON May 26 '82 (DATE)

1. DEBTOR

Name Preston Stewart
Address Box 38 B, Severna Park, MD 20046

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: Termination. Includes descriptive text for each option.

JOHN DEERE COMPANY

Dated 23 July 1985

Signature of Secured Party (Handwritten signature)

R. W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line



Mailed to Secured Party

FILED

1985 AUG 13 AM 9:09

UCC 3 MARYLAND

PRINTED BY JULIUS BLUMBERG, INC.

10.00
.50

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 3, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOBBY, Grady E., Jr. & Phyllis C.
Address 10850 Green Mountain Circle #610, Columbia, MD, 21044

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1981 39' Landfall Cutter fiberglass hull #SCY390650387
1981 49 HP Perkins diesel engine

ASSIGNEE:
HORIZON FINANCIAL, F.A.
800 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Grady E. Hobby, Jr.
(Signature of Debtor)

GRADY E. HOBBY, JR.
Type or Print Above Name on Above Line

Phyllis C. Hobby
(Signature of Debtor)

PHYLLIS C. HOBBY
Type or Print Above Signature on Above Line

Phyllis C. Hobby agent
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

FILED

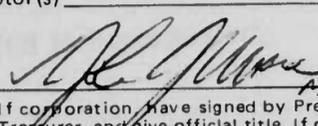
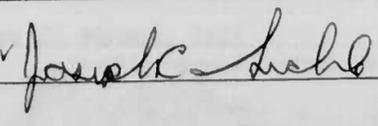
1985 AUG 13 AM 9:09

12:00
:50
Came Around Co
7-19-85

02 County 11.50

257932

LIBER - 488 PAGE 255

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (Not to Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Mosca, John J., DMD Lake Shore Place 4145 Mountain Road Pasadena, MD 21122 (Anne Arundel Co.)	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. SEE SCHEDULE A ATTACHED HERETO AND FORMING A PART HEREOF.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) John J. Mosca, DMD	Secured Party C.I.T. Corporation	
By  Title owner	By 	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which</small> John J Mosca	Joseph C Sidle	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	
<small>5-SA-989D</small>		

FILED

1985 AUG 13 AM 9:10

11.00 .50

mls



Attached to and a part of security agreement of even date

between John J. Mosca, DMD, Debtor,
and C.I.T. Corporation, Secured Party.

Quantity (Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)

All furniture, furnishings, fixtures, dental equipment and supplies of every kind and nature now owned or hereafter acquired including, but not limited to the following.

- 1 Executone Equity III Telephone System
- 1 Equity III Key Service Unit with Cards to serve 3 Lines, 8 Telephones
- 4 Equity III Standard Telephones
- 1 Adec Drs. Wall Mounted Unit #3010
- 1 Adec Oregon Cart w/Ass't Vacuum Accessories cut out feattubes #2642
- 1 Adec Priority Chair #1005
- 1 Adec Drs. Stool #1600
- 1 Adec Ass't Stool #1620
- 1 P & C Light Fantastic II
- 1 Adec Tray Holders
- 1 TeleVideo Hard Disk Computer, S/N TS803H
- 1 DataProducts Printer, S/N 8010
- 1 Serial Printge Cabel 15'
- 1 Patient Management System
- 1 Manage Text Work Processor
- 1 Patient Management System includes:
OnSite Installation and Support
Two (2) days of Customization
Two (2) days of On-Site Training
Two (2) Days of On-Site Follow-up
Unlimited Phone and User Assistance

Dated _____, 1985

Mailed to Secured Party

Debtor John J. Mosca, DMD
Name of individual, corporation or partnership

By [Signature] Title Debtors/owner

PART 2 - ATTACH TO COPY FOR DEBTOR

5-SA-1162A

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other ANNE ARUNDEL Co.

NAME	Street	CITY	State
1. Debtor(s)			
James A. Lowry T/A Forest Drive Exxon 1321 Forest Dr., Annap., Md. 21403			

2. Secured Party: **SUBURBAN BANK**
~~6000 ROUTE 100, BALTIMORE, MD 21201~~ **31-35 Light St. Baltimore, Md. 21202**
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK	Debtor(s) or Assignor(s)
By: <u><i>[Signature]</i></u>	James A. Lowry T/A Forest Drive Exxon
Type Name Thomas A. Holland, III	<u><i>James A. Lowry</i></u>
Title Vice President	<u>owner</u>

	Type or Print Name and Title of Each Signature

Mailed to Secured Party

FILED

1985 AUG 13 AM 9:10

N202-8421
N284

[Handwritten Signature] 12.00

257934

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Berk, Maurice H.		4550 Montgomery Avenue, Suite 1221,	Bethesda,	Md. 20814

Name of Secured Party or assignee	No.	Street	City	State
NS&T Bank, National Association,		15th Street and New York Avenue,	New York,	N.W., Washington, D.C. 20005

1 This financing statement covers the following types (or items) of property. (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 21.00
POSTAGE .50

#03093 0040 R01 T15:11
AUG 12 85

Philip M. Battles, III, Esq.
Ginsburg, Feldman and Bress
1250 Connecticut Avenue, N.W.
Suite 700
Washington, D.C. 20036

RETURN TO:

Mail to

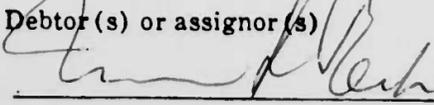
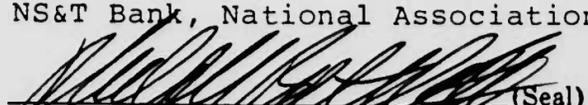
(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	NS&T Bank, National Association
	 (Seal)
Maurice H. Berk	By: Philip M. Battles, III, Esq.
_____	Signature of Secured Party or Assignee
_____	as counsel for secured party
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

RECEIVED
CLERK COURT, DISTRICT OF COLUMBIA

1985 AUG 12 PM 3:28

E. AUDREY COLLISON
CLERK

mly

21.00

EXHIBIT A

Every building, structure and improvement of every kind and description now or hereafter erected or placed on the property described in Exhibit B, attached hereto and made a part hereof by this reference (the "Property") and all materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair thereof, and all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods, equipment, chattels and personal property and all proceeds and profits thereof of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Property, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, and cabinets; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same, are now or hereafter attached to the Property; and, all leases and use agreements of machinery, equipment and other personal property of Debtor, under which Debtor is the lessee of or entitled to use in connection with the Property and any construction contracts and major subcontracts, site plans, cost studies, engineers reports, soil reports, and plans, drawings and specifications in connection with the Property.

PART ONE:

All that lot or parcel of land situate, lying and being in the First Assessment District of Anne Arundel County, State of Maryland, and being more particularly described as follows:

Beginning for the same at an iron pipe found lying east of the Sands Road at the end of the North $84^{\circ}29'20''$ East 1433.75 foot line of the conveyance from Janie Hazard and Lena E. Hazard, Ethel M. Henderson and Hugh Henderson, Dorothy H. Smith and Douglas Smith, Georgia V. Doherty and Edward W. Doherty, to John Edward Owens, Jr., Evelyn Owens, John Edward Owens, III, and Barbara Rogers, by deed dated February 24, 1967, and recorded among the Land Records of Anne Arundel County in Liber 2048 at folio 245, and running from said beginning point so fixed and with part of said line, reversely, South $84^{\circ}29'20''$ West 25.42 feet to a point on the east side of the Sands Road as now widened to 60 feet, thence with the east side of Sands Road, as now widened to 60 feet, North $29^{\circ}20'50''$ East 49.34 feet, thence North $20^{\circ}54'$ East 1135 feet to a point of curve, thence with the arc of said curve, said curve having a radius of 1240.92 feet, a central angle of $28^{\circ}20'18''$, a chord of North $35^{\circ}04'49''$ East 607.52 feet for an arc distance of 613.76 feet; thence continuing with the arc of said curve, said arc having a central angle of $11^{\circ}40'32''$, a chord of North $55^{\circ}04'34''$ East 252.43 feet for an arc distance of 252.87 feet to a point of tangency; thence continuing with the side of Sands Road, as now widened to 60 feet and relocated, North $60^{\circ}54'50''$ East 492.96 feet to a monument set at the end of the North $14^{\circ}52'10''$ West 1865.49 feet line of the above mentioned conveyance to John Edward Owens, Jr., et al., thence leaving the Sands Road and running with said line, reversely, and with part of the South $14^{\circ}52'10''$ East 2726.32 foot line of the deed of agreement dated June 30, 1967, and recorded among the said Land Records in Liber 2081 at folio 174, between John Edward Owens, Jr., Evelyn Owens, John Edward Owens, III, and Barbara Rogers and Robert Moreland and Edith Moreland, South $14^{\circ}52'10''$ East 1865.48 feet to a pipe at the end of said line, said pipe being 1.07 feet north of a stone found; thence running with the outlines of the conveyance to John Edward Owens, Jr., et al., reversely South $84^{\circ}31'20''$ West 1877.91 feet to the place of beginning and containing 50.19 acres, more or less.

Embraced within the 50.19 acre parcel above described are, without limiting the generality thereof, all of the lands, streets, recreational areas etc., shown on Plat 1 and Plat 2 of a subdivision known as "Maryland Mobile Estates", as per plats recorded in Plat Book 38 at plats 18 and 19, respectively, among the aforesaid Land Records.

TOGETHER with all of the right, title, and interest of the parties of the first part in and to those certain fifteen (15) foot storm drain easements numbered One (1) through Five (5) and more particularly described in a deed to the parties of the first part dated June 28, 1968, and recorded June 28, 1968, in Deed Book 2184 at page 201, among the aforesaid Land Records; and

ALSO TOGETHER with the right to discharge storm water from the above described 15 foot drainage easements into the natural watershed valleys, and to permit said storm water to flow to the Patuxent River by natural means.

ALSO with the use of temporary construction strips extending 25 foot on both sides of the centerline of each easement, said strips to be used as necessary in the course of construction of the proposed storm drain.

PART TWO:

11 the following described parcel of land and easements, situate, lying and being in the First Assessment District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same at a point in the 1st or North 84°29'20" East 1433.75 foot line described in the deed of conveyance from Janie Hazard, Lena E. Hazard, Ethel M. Henderson, Hugh Henderson, Dorothy H. Smith, Douglas Smith, Georgia V. Doherty and Edward W. Doherty, to John Edward Owens, Jr., Evelyn Owens, John Edward Owens, III, and Barbara Rogers, by deed dated February 24, 1967, and recorded among the Land Records of Anne Arundel County in Liber 2048 at folio 245, said point being located North 84°29'20" East 535.23 feet measured along said line from its beginning; thence from said place of beginning so fixed, running with said line, reversely, South 84°29'20" West 100.00 feet; thence leaving said line and running North 05°30'40" West 150.00 feet; thence North 84°29'20" East 100.00 feet; thence South 05°30'40" East 150.00 feet to the place of beginning and containing 15,000 square feet, more or less, as described by J. R. McCrone, Jr., Inc., Registered Surveyor, in October, 1967, without benefit of field survey.

TOGETHER with all of the right, title, and interest of the parties of the first part in and to those certain access and utility easements numbered One (1), Two (2) and Three (3), being thirty (30), twenty (20) and twenty-five (25) feet wide, respectively, and being more particularly described in a deed to the parties of the first part dated June 28, 1968, and recorded June 28, 1968, in Deed Book 2184 at page 201, among the aforesaid Land Records.

AND ALSO TOGETHER with the right to enter upon all that land for a distance of 25 feet either side of the centerline of the three hereinabove described easements for the purpose of constructing, maintaining and repairing utility (sanitary, sewer, etc.) lines and facilities and access roads and their accompanying slopes and grading.

As modified by Deed of Easement and Agreement dated July 31, 1981 and recorded in Liber 3475 at folio 659.

Mail to Ginsburg, Feldman & Co.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 345 Page No. 573

Identification No. 121534 Dated 9/16/75

1. Debtor(s) { Maurice H. Berk & Chandler Investment Corp. T/A Maryland Mobile Estates Joint Venture Doing Business as Maryland Manor
Name or Names - Print or Type
1500 Berkley Court, Harwood, Maryland 20776
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Southern Maryland, Upper Marlboro, Md.
Name or Names - Print or Type
3700 Donnell Drive, Forestville, Maryland 20028
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

New and Used Mobile Homes Floor Plan and the Proceeds thereof

RECORD FEE 10.00
POSTAGE .50
#03074 0040 R01 T15:12
AUG 12 85

176/114
9/16/75

Dated: 8/6/85

First National Bank of Southern Maryland (now known as First National Bank of Maryland by way of merger dated 8/15/83)

(Name of Secured Party)
J. Wayne Welsh
(Signature of Secured Party)
J. Wayne Welsh, Assistant Retail Officer
Type or Print (Include Title if Company)

Mail to H Mark Rabin

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY



1985 AUG 12 PM 3:28

E. AUBREY COLLISON
CLERK

BS-1216D-8406

10.00

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 345 Page No. 574
Identification No. 121533 Dated 9/16/75

1. Debtor(s) { Maryland Manor
Name or Names - Print or Type
1500 Berkley Court, Harwood, Maryland 20776
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Southern Maryland, Upper Marlboro, Md.
Name or Names - Print or Type
3700 Donnell Drive, Forestville, Maryland 20028
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

New and Used Mobile Homes Floor Plan
and the Proceeds thereof

RECORD FEE 10.00
POSTAGE .50
#03095 0040 R01 T15*12
AUG 12 85

Dated: 8/6/85

First National Bank of Southern Maryland
(now known as First National Bank of Maryland
by way of merger dated 8/15/83)

(Name of Secured Party)

J. Wayne Welsh
(Signature of Secured Party)

J. Wayne Welsh, Assistant Retail Officer
Type or Print (Include Title if Company)



Mail to H. Mark Rabin

RECEIVED FOR RECORD
COURT HOUSE, COUNTY

1985 AUG 12 PM 3:28

E. AUBREY COLLISON
CLERK

BS-1216D-8406

10.00 →

Pls verify
roll + instrument #
to insure record-
ing in proper
place.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 345 Page No. 575
Identification No. 121532 Dated 9/16/75

1. Debtor(s) { Maryland Mobile Estates Joint Venture
Name or Names - Print or Type
1500 Berkley Court, Harwood, Maryland 20776
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Southern Maryland, Upper Marlboro, Md.
Name or Names - Print or Type
3700 Donnell Drive, Forestville, Maryland 20028
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

New and Used Mobile Homes Floor Plan
and the Proceeds thereof

RECORD FEE 10.00
POSTAGE .50
#03096 0040 R01 T15:12
AUG 12 85

Dated: 8/6/85

First National Bank of Southern Maryland
(now known as First National Bank of Maryland
by way of merger dated 8/15/83)

(Name of Secured Party)
J. Wayne Welsh
(Signature of Secured Party)

J. Wayne Welsh, Assistant Retail Officer
Type or Print (Include Title if Company)

Mail to H Mark Rabin

BS-1216D-8406

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG 12 PM 3:28

E. AUBREY COLLISON
CLERK



10.00
5

257285

LIBER - 488 PAGE 266

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Donna Mae & Steven R. Goldberg 680 American Drive, #26 Eastport, MD 21403	2. Secured Party(ies) Name(s) and Address(es): Pioneer Credit Corp. 790 Maple Avenue Hartford, CT 06114		4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 10.00
POSTAGE 5.00
TOTAL DUES 150.00/51

5. This statement refers to original Financing Statement No. 17615 17614 filed (date) 7-6-83 with Anne Arundel County

6. A. Continuation The original Financing Statement bearing the above file number is still effective. **BOOK 463, PAGE 327, ID# 24 8229**
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

E. AUDREY COLLIS
CLERK

This statement is to be indexed in the Real Estate Records _____ Section _____ Block _____ Lot _____

By _____ Signature(s) of Debtor(s) (only on amendment)
 By *[Signature]* Pioneer Credit Corporation
 (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas

RETURN TO
 → Donna & Steven Goldberg
 405 3rd St.
 Annapolis, MD 21403

Mail to _____

KAY JEWELERS, INC. #842268-010

STATE OF MARYLAND, ANNE ARUNDEL CO.

257938

FINANCING STATEMENT FORM UCC-1

Identifying File No. LIBER - 488 PAGE 267

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kay Jewelers, Inc.
320 King Street
Address Alexandria, VA 22314

2. SECURED PARTY

Name Finalco, Incorporated
8200 Greensboro Drive
Address Suite 1400
McLean, VA 22102

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation
770 Lexington Avenue
New York, NY 10021

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached page & Lease Schedule #842268-010 dated as of 3/7/85 to Master Lease Agreement dated as of 2/25/85 between Finalco, Lessor & Debtor, Lessee. This Financing Statement is for recordation purposes only, and it is not intended and shall not be construed as an indication of its legal effect. For information purposes only, the Collateral will be located at premises of: SEE ATTACHED PAGES.

RECORD FEE 11.00
POSTAGE .50

#03160 D040 R01 T10:29

AUG 13 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

1985 AUG 13 AM 10:36
E. AUBREY COLLISON
CLERK

(Signature of Debtor)
KAY JEWELERS, INC.
Type or Print Above Name on Above Line
Scott Harahan
Title: Divisional Vice President/Credit/Audit
Type or Print Above Signature on Above Line

FINALCO, INCORPORATED
Type or Print Above Name on Above Line
Title: Supervisor, UCC Section
Type or Print Above Signature on Above Line

11.00 .50

mlc

Ann Arnold

.This **FINANCING STATEMENT** covers the following types or items of property:
The following equipment including additions accessions and substitutions thereof
and proceeds: Electronic data processing equipment manufactured by A T & T
Information Systems Inc., as follows:

MODEL DESCRIPTION QUANTITY
3510D Facsimile Machine 1 at each of the following locations:

All Premises of Kay Jewelers, Inc.

133-A Annapolis Mall	Annapolis	MD	21401
421 Glen Burnie Mall 6711 Governor Ritchie Highway	Glen Burnie	MD	21061
F			
F			
S			
F			

Mailed to Secured Party

A Lease Schedule number 842268-010 dated as of March 7, 1985, to
Master Lease Agreement, dated as of February 25, 1985, between
Finalco, Incorporated as Lessor and Kay Jewelers, Inc. as Lessee
covering the aforementioned equipment.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Finalco, Incorporated
 Address 8200 Greensboro Drive
Suite 1400
McLean, VA 22102

RECORD FEE 11.00

POSTAGE 50
 #03181 C040 R01 T10:30
 AUG 13 85

2. SECURED PARTY

Name Credit Alliance Corporation
 Address 770 Lexington Avenue
New York, NY 10021

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached page & Lease Schedule #842268-010 dated as of 3/7/85 to Master Lease Agreement dated as of 2/25/85 between Finalco, Incorporated, Lessor and KAY JEWELERS, INC. Lessee.

For information purposes only, the Collateral will be located at premises of: SEE ATTACHED PAGES.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Linda A. Spear
 (Signature of Debtor)

FINALCO, INCORPORATED
 Type or Print Above Name on Above Line

TITLE: TREASURER (Signature of Debtor)

Type or Print Above Signature on Above Line

CREDIT ALLIANCE CORPORATION

(Signature of Secured Party)
 TITLE:

Type or Print Above Signature on Above Line

1985 AUG 13 AM 10:36
 E. AUDREY COLLISON
 CLERK

25.
 11-00

mlg

Ann Arundel

LIBER - 488 PAGE 270

.This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions accessions and substitutions thereof
and proceeds: Electronic data processing equipment manufactured by A T & T
Information Systems Inc., as follows:

MODEL	DESCRIPTION	QUANTITY
3510D	Facsimile Machine	1 at each of the following locations:

All Premises of Kay Jewelers, Inc.

133-A Annapolis Mall	Annapolis	MD	21401
----------------------	-----------	----	-------

421 Glen Burnie Mall 6711 Governor Ritchie Highway	Glen Burnie	MD	21061
---	-------------	----	-------

F
E
S
F

Mailed to Secured Party

A Lease Schedule number 842268-010 dated as of March 7, 1985, to
Master Lease Agreement, dated as of February 25, 1985, between
Finalco, Incorporated as Lessor and Kay Jewelers, Inc. as Lessee
covering the aforementioned equipment.

MARYLAND TERMINATION STATEMENT

Date 7-25-85

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Robert K. & Frostie N. Fox
4749 Flanders Lane
Harwood, MD 20776

2. Secured Party and address (Type complete corporate name):
ITT FINANCIAL SERVICES (THORP CREDIT)
6136 Greenbelt Road, Greenbelt, MD 20770

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
LIBER 468 PAGE 288 250085

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT FINANCIAL SERVICES
(TYPE COMPLETE CORPORATE NAME)

By: J. Thomas Turner MANAGER
J. Thomas Turner

(Type signature below name)

AE 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES



Mailed to Secured Party

1000
2001

FILED

1985 AUG 13 PM 3:09

LIBER - 488 PAGE 272

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Nichols, Edward J. P.O. Box 247 Washington Grove, Md. 69-024-9146-2		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>LIBER 464 Pg. 365</u> Filed with <u>Anne Arundel County</u> Date Filed <u>8/5/83</u> 19 <u>83</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies) ASST. V.P.

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Edward J. Nichols
10355 Watkins Mill Drive
Shilfersburg, Md. 20879

Mail to _____

11/50



FILED

1985 AUG 13 PM 3:09

LIBER - 488 PAGE 273

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 01530

RECORDED IN LIBER 455 FOLIO 265 ON 10/25/82 (DATE)

1. DEBTOR

Name Optic Graphics Inc.
Address 101 Dover Road, Glen Burnie, MD

2. SECURED PARTY

Name Chase Commercial Corporation
Address 5775-F Peachtree Dunwoody Rd., Atlanta, GA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each option.

Return To:

John A. Scaldara, Esquire
Wright & Parks
Sun Life Building, 3rd Floor
Baltimore, MD 21201

Mail to

Dated May 28, 1985

Cynthia Brandenburg
(Signature of Secured Party)
Chase Commercial Corporation
Type or Print Above Name on Above Line



FILED

1985 AUG 13 PM 3:10

81 JUN 24 A 11:18

10/25/82

STATE OF MARYLAND

10.00

LIBER - 488 PAGE 274

file # 14775

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 14775

RECORDED IN LIBER 458 FOLIO 444 ON 1/27/83 (DATE)

1. DEBTOR

Name Optic Graphics, Inc.
Address 101 Dover Road, Glen Burnie, MD

2. SECURED PARTY

Name Chase Commercial Corporation
Address 5775-f Peachtree Dunwoody Rd., Atlanta, GA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each option.

Return To:

John A. Scaldara, Esquire
Wright & Parks
Sun Life Building, 3rd Floor
Mail to Baltimore, MD 21201

Dated May 28, 1985

Cynthia Brandenburg
(Signature of Secured Party)
Chase Commercial Corporation
Type or Print Above Name on Above Line



10.15

FILED

1985 AUG 13 PM 3:10

HOUSEHOLD FINANCE CORPORATION OF BALTIMORE
5626 FT. MEADE ROAD
LAUREL PLAZA SHOPPING CENTER
LAUREL, MARYLAND 20707

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

Filed to [Signature]
..... July 24 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 221093 in Office of Anne Arundel County (County and State)
(Filing Office)

Libwr 394 Page 292

Debtor or Debtors (name and Address):

Donald & Norma Murphy
343 Brockbridge Rd
Laurel MD 20707

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation
9626 Ft Meade Rd. Laurel MD 20707

Secured Party

By [Signature]
Its Branch Office Manager



FILED
1985 AUG 13 PM 3: 10

25
10

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Joanne S. Haire
Address Parkway Village MHP 4 N. Carol Laurel, Md. 20707

2. SECURED PARTY

Name M&M Mobile Homes, Inc.
Address 8315 Washington Blvd. Jessup, Md. 20794

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 new 1985 Silver Eagle 44 x 24 serial 0111AB

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Joanne Steves Haire
(Signature of Debtor)

Joanne S. Haire

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M&M Mobile Homes, Inc.

Gilbert A. Mobley, Jr.
(Signature of Secured Party)

Gilbert A. Mobley, President

Type or Print Above Signature on Above Line

Mailed to Secured Party

11/15/50
mly

FILED

1955 AUG 13 PM 3:10

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Timothy Salsbury
Address Severn MHP Lot 120 7959 Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name M&M Mobile Homes, Inc.
Address 8315 Washington Blvd. Jessup, Md. 20794

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 new 1985 Skyline 64 x 14 serial 0267U

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Timothy N. Salsbury
(Signature of Debtor)

Timothy Salsbury

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M&M Mobile Homes, Inc.

Gilbert A. Mobley, President
(Signature of Secured Party)

Gilbert A. Mobley, President

Type or Print Above Signature on Above Line

Mailed to Secured Party

11/15/50

mly

FILED

1985 AUG 13 PM 3:11

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Richard Wise Sr. T/A Nursery ^{ROAD} Rd Shell
(Name or Names)
724 Nursery Rd, Linthicum Hts, Md 21090
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: W R.R.O. Leasing Co., III
(Name or Names)
25 S. Calvert ST, Baltimore Md 21202
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

1-Allen Engine Analyzer
Model #62-010

Serial #A5C-88930/ 96491

This transaction represents a true lease between the above named parties and is for informational purposes only.

1985 AUG 13 PM 3:11

FILED

~~Mailed to Secured Party~~

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Richard Wise Sr. T/A Nursery Rd Shell
By: [Signature]
(Title)

(Type or print name of person signing)

SECURED PARTY:
W.R.R.O. Leasing Co., III
By: [Signature]
STUART R ROMERO
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: W DATA-FILE SERVICES, INC.
2 12327 SANTA MONICA BL #102
LOS ANGELES, CA 90049

Mail to

mlcf 1200

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Owings Paving, Ltd.
Address Box 1082, 18 8th Ave., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Vilsmeier Auction Co., Inc.
Address Rt. 309, Montgomeryville, PA. 18936
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

Assignee:
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Md. 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Owings Paving, Ltd.
[Signature]
(Signature of Debtor)

Samuel Owings, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

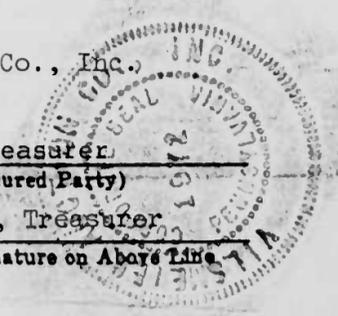
Vilsmeier Auction Co., Inc.

[Signature]
(Signature of Secured Party)

Treasurer

C. Webster Haag, Treasurer

Type or Print Above Signature on Above Line



FILED

1985 AUG 13 PM 3:11

17th 50
[Signature]

LIBER - 488 PAGE 280
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 16, 1985,

between Vilsmeier Auction Co., Inc., as Seller/Lessor/Mortgagee

and Owings Paving, Ltd., Box 1082 18 8th Ave., Glen Burnie, Maryland 21061
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 10,090.08
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of July, 19 85

Vilsmeier Auction Co., Inc. (SEAL)

(Seller/Lessor/Mortgagee)
By [Signature] Treasurer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

LIBER - 488 PAGE 281
CONDITIONAL SALE CONTRACT NOTE

TO: Vilsmeyer Auction Co., Inc. ("Seller") FROM: Owings Paving, Ltd. ("Buyer")
Rt. 309, Montgomeryville, PA. 18936 (Address of Seller) Box 1082, 18 8th Ave., Glen Burnie, MD (Address of Buyer) 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) 1971 White Tandem Axel Dump Truck, Model 4000, S/N 4364DDV746393	(1) CASH SALE PRICE	\$ 8,100.00
	(2) DOWN PAYMENT in Cash	\$ -0-
	(3) DOWN PAYMENT in Goods* (Trade-in Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 8,100.00
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 100.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 8,200.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 1,890.08
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 10,090.08	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 10,090.08	

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
Box 1082, 18 8th Ave., Glen Burnie, Anne Arundel, Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of ten thousand ninety and 08/100 ***** Dollars (\$ 10,090.08)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 24th day of August, 19 85, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 280.28 and the final installment being in the amount of \$ 280.28

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause, whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of, and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 16, 19 85 BUYER(S)-MAKER(S):
 Accepted: Vilsmeyer Auction Co., Inc. (SEAL) Owings Paving, Ltd. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: [Signature] Treasurer By: [Signature] Co-Buyer-Maker
(Witness as to Seller and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them, and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing to the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of this contract, Buyer has not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper use and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

INITIALS
 HERE
 INITIA
 HERE
 INITIA
 HERE

MAILED TO ASSIGNEE

CONDITIONS AND TERMS OF THE CONTRACT ARE INCORPORATED BY REFERENCE TO THE CONTRACT.

42096R16

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) C&S FAULKNER, Inc. 6520 HANOVER Rd HANOVER MD 21784	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
---	--

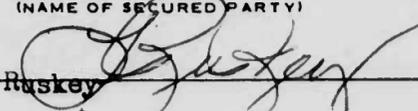
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
 ONE FORD AP313A 1910 TRACTOR S/N UP 04399
 ONE FORD 770B-2 FORD LOADER S/N WL 50516
 ONE FORD 193M4413 60" HD bucket

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel Co  (SIGNATURE OF DEBTOR) Tirso Martinez, Pres (SIGNATURE OF DEBTOR)	Ford Motor Credit Co (NAME OF SECURED PARTY) BY:  L. Ruskey
--	---

Mailed to Secured Party

AA

FILED
1985 AUG 13 PM 3:12

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mkf

LIBER - 488 PAGE 284

257945

4209 GR17

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) WEST, EDWARD A T/A EA WEST & SONS EXCAVATING PO BOX 493 MILLERSVILLE, MD 21106	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH FOUNT BLVD BALTIMORE, MD 21224
---	--

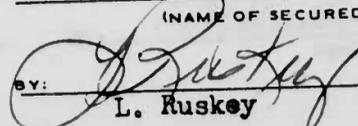
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
ONE FORD 535 TRACTOR, LOADER, BACKHOE
VIN C536063

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

 (SIGNATURE OF DEBTOR) Edward West	Ford Motor Credit Co (NAME OF SECURED PARTY)
_____ (SIGNATURE OF DEBTOR)	BY:  L. Ruskey

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

Mailed to Secured Party

AA

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1985 AUG 13 PM 3:13

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mky

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
4. If the space provided for any Item(s) on the form is inadequate the Item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
1 Debtor(s) (Last Name First) and Address(es) Cunningham Excavating, Inc. 1073 St. Stephens Road Crownsville, MD 21032	2 Secured Party(ies) and Address(es) Associates Commercial Corporation 1604 Santa Rosa Rd., Suite 137 Richmond, VA 23288	
4 This financing statement covers the following types (or items) of property: One (1) Komatsu Model D155A-1 Crawler Dozer S/N 25409 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF. NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: <u>Anne Arundel County</u>		
Cunningham Excavating, Inc. By: <u>James Cunningham</u> Signature(s) of Debtor(s) Filing Officer Copy-Alphabetical	Associates Commercial Corporation By: <u>Collwell</u> Signature(s) of Secured Party(ies)	
603469 Rev. 12-80 11.50		

FILED
 1985 AUG 13 PM 3: 13

Mailed to Secured Party

mkf

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Financial Management Services, Inc.
Address 1006 Kape St. Claire Rd., Annapolis, Maryland 21401
~~P.O. BOX 60 Pasadena Maryland 21122~~

2. SECURED PARTY

Name ELECTRO-PROTECTIVE CORPORATION
Address 2631 Sisson Street Baltimore, Maryland 21211

3. ASSIGNEE

Name NORTHWEST ACCEPTANCE
Address 5775G Peachtree Dunwoody Rd., Suite 220, Atlanta, GA 30342
P.O. BOX 76617 Atlanta, Georgia 30328
(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list) TIE ULTRACOM 1236
- 1- 1236 KSU with EROU-D
 - 2- 4 Circuit Line Cards
 - 6- 4 Circuit Station Cards
 - 18- 1236 Electronic Key Telephones
 - 2 - DSS/BLF Consoles
- 1- 2260 Executive display telephones
 - 1- Repertory dialing
 - 1- Bogon 10 watt amp
 - 2- Ceiling speakers
 - 1- Page adapter
 - 1- WMT -1
- CHECK THE LINES WHICH APPLY**
 THIS IS LEASED EQUIPMENT AND THIS FILING IS FOR NOTIFICATION PURPOSES.
 6. (If collateral is crops) The above described crops are to be grown on: (described real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]

(Signature of Debtor)

[Signature]

(Signature of Secured Party)

[Signature]

Type or Print Above Signature on Above Line

J. Charles Smith Jr.

Type or Print Above Name on Above Line

7/18/95

Mailed to Secured Party

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1995 AUG 13 PM 3:13

10.00
[Signature]

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste.200B, 407 Crain Hwy. Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 North Clavert Street, Skill Craft Bldg., 4th Floor
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated July 15, 1985 between Assignor as Secured Party and CONTRACT ACCOUNT #589162 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated July 22/85 between Assignor and Assignee:

- 2 1985 International - 1954 ID#'s 1HTLDUXN6FHA56775 and ID 1HTLDUYN9FHA56897 w/22' Supreme Body #26168 and #26169 Thermo King RD150 #0552751501 and 150 # 0552751502

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BATLIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamer
(Signature of Secured Party)

John J. Stamer Sr. V.P.
Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County

FILED

1985 AUG 13 PM 3:13

JAJ

July 11.00 .50

TO BE } RECORDED IN LAND RECORDS
 NOT TO BE }
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

NEWBERN Wm. H. and Dolores E.
 Name or Names—Print or Type
 920 PENOBSCOT HARBOUR PASADENA MD.
 Address—Street No., City - County State Zip Code 21122

1. Debtor(s):

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

JAKE'S HOME FURNISHINGS
 Name or Names—Print or Type
 5726 CLOVER RD. BALTIMORE MD 21215
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 2 SOFAS # BRU 8350 - 1 CHAIR BRU 8350
 1 TABLE # 5815-33 - 4 SIDECHAIRS 5815-81
 1 CHINA BASE BRU 5815-63 - 2 BLUE LAMPS # 666
 2 ARM CHAIRS # 5815-11

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Wm H Newbern
 (Signature of Debtor)
 Wm. H. NEWBERN
 Type or Print
 Dolores E Newbern
 (Signature of Debtor)
 DELORES E. NEWBERN
 Type or Print

SECURED PARTY:

JAKE'S HOME FURNISHINGS
 578-8233
 5726 CLOVER RD.
 BALTIMORE MD 21215
 Hilda Steinharter prop.
 (Signature of Secured Party)
 HILDA STEINHARTER
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HILDA STEINHARTER
 5726 CLOVER RD
 BALTIMORE MD 21215
 Lucas Bros. Form F-1

Mail to _____

FILED

1985 AUG 13 PM 3:13

12.00
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Lerner Law Book Co.
53 E Street, N.W., Wash., D.C. 20001

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

1. Debtor(s) Name (Last Name First) Chemical Leaman Tank Lines, Inc.	2. Debtor(s) Complete Address (es) 102 Pickering Way Lionville, PA 19353
3. & 4. Secured Party (ies) and Complete Address (es) The Philadelphia National Bank, as Agent for itself and other banks Trans. & Equip. Finance Dept. P.O. Box 13867 Philadelphia, PA 19101	5. & 6. Assignee (s) of Secured Party (ies) and Complete Address (es)

7. This financing statement covers the following types (or items) of property: (Describe)
Motor vehicles and trailers, and all attachments, accessories, additions, parts and other equipment now or hereafter affixed thereto or used in connection therewith or held by the debtor for the maintenance, repair or replacement of all or any thereof and related accounts and general intangibles covered by security agreements entered into by the Debtor and Secured Party from time to time, and all proceeds (including insurance proceeds) of any of the foregoing.
located at: Stahl Pt. & Ordinance
P.O. Box 3436
Curtis Bay, Maryland 21226

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County; Other _____

9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to _____

Signature(s) of Debtor(s) Chemical Leaman Tank Lines, Inc.	Signature(s) of Secured Party (ies) or Assignee(s) The Philadelphia National Bank, as Agent for itself and other banks.
<i>Robert H. Hartley, Pres.</i>	<i>Harry D. Ellis v.p.</i>

Type or Print Names Clearly Below Signature.

FILED
1985 AUG 13 PM 3:13

Mailed to Secured Party

11.00
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mlf

STATE OF MARYLAND

Anne Arundel County, MD

LIBER - 488 PAGE 290

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255416

RECORDED IN LIBER 482 FOLIO 117 ON 1/29/85 (DATE)

1. DEBTOR

Name Coffee Butler Service, Inc.*

Address 3660 Wheeler Avenue, Alexandria, VA 22304

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue, Towson, MD 21204 (Baltimore Co.)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) Amendment</p>
<p>SEE EXHIBIT "A" ATTACHED HERETO AND FORMING A PART HEREOF.</p>	

BL
CLERK

FILED

1985 AUG 13 PM 3:14

Coffee Butler Service, Inc.

By: Thomas E. Wilton

Dated _____

Maryland National Industrial Finance Corporation

Jeffrey P. Kelly
(Signature of Secured Party)

Type or Print Above Name on Above Line

11.00

LIBER - 488 PAGE 291

EXHIBIT "A"

*a/k/a Coffee Butler; a/k/a Coffee Butler Service; a/k/a Carolina Coffee Butler; a/k/a Coffee Time

The financing statement referenced above is hereby amended to include the following types or items of property:

All of the debtors' customer lists, whether presently existing or hereafter created and all copies of such items regardless of media, and any and all additions thereto, modifications thereof, and replacements and substitutions therefore, and all proceeds of the foregoing (the "Customer Lists").

The above referenced types or items of property were a part of the property originally listed in the financing statement referenced above and that this amendment is filed merely to clarify and to specify (but not limit) the meaning of the broad terms "files, records, books of account, business papers and documents" relating to the Receivables and Inventory (as defined therein).

Mailed to Secured Party

LIBER - 488 PAGE 292

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

MAY 17, 19 85

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 237744 Bk. 437, Pg. 234 Dated April 25, 1981

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Ewing R. McDonald & Madelon N. McDonald

ADDRESS 2008 Edgewood Road
Annapolis MD 21401

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

↓
Mr. + Mrs Ewing R. McDonald
106 Greenbury Point
Annapolis, Md. 21402

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

Mail to _____

ASSISTANT TREASURER
(Title)



FILED

1985 AUG 13 PM 3:14

10.00
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FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KLIGMAN, Leonard A.
Address 5225 Pooks Hill Road, Bethesda, MD 20814

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1985 21' Chris Craft Model 215 fiberglass hull #CCBAW249F585
1985 230 HP Mercruiser gas engine

Home anchorage/winter: Annapolis, MD

ASSIGNEE:
FIRST JERSEY NATIONAL
BANK/SOUTH
South Carolina & Atlantic
Atlantic City, NJ 08401

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Leonard A. Kligman
(Signature of Debtor)

LEONARD A. KLIGMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

FILED

1985 AUG 13 PM 3:14

Mailed to Assignee

Amel 11.00
Amel Co
7.22.85

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Garbco, Inc. T/A G. Briggs Severna Park Mall 575 Ritchie Highway Severna Park, MD 21146 and 719-S. Hammonds Ferry Road Linthicum, MD 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of retail clothing sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 80,000.00

DEBTOR:

GARBCO, INC. T/A G. Briggs

By: George H. Briggs, III
(Type Name)

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: A. P. Ramsey Crosby

A. P. Ramsey Crosby
(Type Name)

7/24/85 19____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

*Also located: 2157 York Rd.
Termonlin md 21093
9200 Route 114 Pike
Ellicott City, Md. 21043*

Mailed to Secured Party

FILED

1985 AUG 13 PM 3:14

012-1671-0986-1

Stamp tax Rec'd to SDAT. Business located in more than one county. Amount \$ 276.00 - 7.25 FT

miley 12:00

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: David Hare Photographers, Limited
(Name or Names—Last Name First)
7493 Baltimore Annapolis Boulevard, N.E. Glen Burnie, Maryland 21061
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

"All property, and equipment of Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor."

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$10,000.00

8. Filed with: Clerk of the Circuit Court of Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 25th day of July, 1985

DEBTOR:
David Hare Photographers, Limited

SECURED PARTY:

By: [Signature]
(Title)

THE BANK OF GLEN BURNIE
By: [Signature]
Craig E. Curtin (Title)
Assistant Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

FILED

1985 AUG 13 PM 3:14

Mailed to Secured Party

[Handwritten signature]

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 18th, 1985, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fanfarillo, David, T. and Fanfarillo, Susan, T.
Address 655 C Street, Pasadena, Maryland 21122

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Irwin sloop 34' Hull # XYM34478D585
Engine: Yanmar, single, diesel, 27hp serial # 00368
Additional Equipment: swim ladder, mail sail cover, winches,
130% genoa

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David T. Fanfarillo
(Signature of Debtor)

David T. Fanfarillo
Type or Print Above Name on Above Line

Susan T. Fanfarillo
(Signature of Debtor)

Susan T. Fanfarillo
Type or Print Above Signature on Above Line

Key Financial Services Inc.
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECORDATION TAX"

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

Mailed to Secured Party

1985 AUG 13 PM 3:14

12.00
mly

FINANCING STATEMENT (FORM UCC-1)

257965

LIBER - 488 PAGE 297 Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. LESSEE:
HOLMATRO INCORPORATED
523 Benfield Road
Severna Park, MD 21146

2. LESSOR:
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached to and made a part hereof.
1 - IBM ATPC Computer w/ 20MB & 512 Memory
1 - Okidata Printer, Model 193
1 - Monochrome Monitor
1 - Monochrome Adaptor
1 - Printer Cable
1 - Surge Suppressor
SOFTWARE: DOS 3.1; Solomon III including General Ledger, Accounts Receivable,
Order Entry Invoicing, Inventory, Training Module

EQUIPMENT TO BE LOCATED: 412 Headquarters Drive, (P. O. Box 99), Millersville, MD 21108

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

HOLMATRO INCORPORATED
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: *[Signature]*
Signature of Lessee

BY: *Deborah Stran*
Signature of Lessor

Kees Smeehuyzen
Exec. V.P.
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

2128

Mail to _____

FILED
1985 AUG 14 AM 10:35

mkj 11.00
11.50

Debtor or Assignor Form

FINANCING STATEMENT

July 25, 1985

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$.....

To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor

Address

Andrew C. Queen

P.O. Box 351
Gambrills, Maryland 21054

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street
Upper Marlboro, Maryland 20772

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of
property (the collateral):

1976 580C Tractor Loader Backhoe
Serial #: 8954981

2. The collateral property is affixed or to be affixed to or is or is to be crops
on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee,
if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Andrew Queen
Andrew Queen

THE FIRST NATIONAL BANK OF
MARYLAND

BY *Kathy J. Foster*
Kathy J. Foster
Retail Loan Manager

FNB 0850

Type or print names under signatures

Mailed to Secured Party

FILED
1985 AUG 14 AM 10:35

11.00
11.50
mly

Anne Arundel County
FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Autorama Sales, Inc. T/A
Address: Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, Maryland 21037

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

A continuing business Loan Security Agreement covering one 1986
10 Meter Fountain Boat S/N FGQ10298F586, Mercury Motor A350437

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s): Feltman High Performance Boats

X. Ralph L. Feltman III
Ralph L. FELTman, III V.P.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Dennis F. Peters, Jr.
Dennis F. Peters, Jr. V.P.
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

FILED

1985 AUG 14 AM 10: 35

mlc 12.00 .50

THIS FINANCING STATEMENT is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR AND ADDRESS:

URBAN LITHO, INCORPORATED
8889 Kelso Drive
Baltimore, MD 21221

2. SECURED PARTY:

OPTIC GRAPICS, INC.
101 Dover Road
Glen Burnie, Maryland 21061

RETURN TO:

John A. Scaldara, Esquire
Wright & Parks
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

3. This FINANCING STATEMENT covers the following property:

- Harris Marinoni 24-3/16" x 38"
- 4 Printing Units Serial Numbers 150081329, 15001330, 150081331, 109116356
- 2 Rolls Stands Serial Numbers 150081256, #109116265
- 1 Folder Serial Number 150081173
- 1 Stacker
- 3 Butter Splicers Serial #4042-8 #2869J761, 4042-8 #2870J761, 4041 #23268UWS

Together with all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto, and are used in connection therewith and all replacements thereof and substitutions therefore and all cash and non-cash proceeds and products thereof, including the proceeds of all insurance policies covering all or any part of the above described equipment.

DEBTOR:

URBAN LITHO, INCORPORATED

By E. Philip Tagliaferri, President

July 25, 1985

SECURED PARTY:

OPTIC GRAPHICS, INC.

By Bernard A. Kinlein, President

July 25, 1985

Mr. Clerk: No recording tax due. Purchase money security interest.

Mail to John A. Scaldara

July 11.00
50

FILED
1985 AUG 14 AM 10:35

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Autometrics, Inc.
Address 5205 Leesburg Pike, Suite 1308, Falls Church, VA 22041

2. SECURED PARTY

Name Equitable Life Leasing Corporation
Address 1350 Piccard Drive, Suite 105, Rockville, MD 20850

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) 1035 Xerox Copier and other property leased or to be leased under that certain lease agreement #1-4-81-113064 (the "Lease") dated 5/6/85, between Autometrics, Inc., as Lessee, and Equitable Life Leasing Corporation as Lessor, and all modifications and attachments thereto and replacements of any substitutions therefore in whole and in part, and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement under the Uniform Commercial Code. Equipment Location: Autometrics, Inc., SABD I MOD-3-5, Fort Meade, MD 20755.

"NOT SUBJECT TO RECORDATION TAX"
CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Autometrics, Inc.
Type or Print Above Name on Above Line

Lee U Bender, VP
(Signature of Debtor)

Lee U Bender VP
Type or Print Above Signature on Above Line

Mary L. Magala - Agent
(Signature of Secured Party)

Equitable Life Leasing Corporation
Type or Print Above Signature on Above Line

mlf

11.00
50

FILED
1985 AUG 14 AM 10:35

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Systems Leasing Corporation
Address 2141 E. Highland, Suite 138, Phoenix, Az. 85016

2. SECURED PARTY

Name Shawmut Bank of Boston
Address One Federal Street, Boston, Massachusetts 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Sperry Univac Computer Equipment as described in Schedule A attached hereto and made a part hereof, and all monies due and to become due debtor under schedules 11,12, & 13 to a Master Lease Agreement for Computer Equipment dated September 1, 1982 covering said property between debtor and Westinghouse Electric Corporation and all of debtor's rights under said lease.

Equipment is located: Ft. Meade Road
Baltimore, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David Hepburn
(Signature of Debtor) David Hepburn, President

Systems Leasing Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Shawmut Bank of Boston
(Signature of Secured Party)

Shawmut Bank of Boston
Type or Print Above Signature on Above Line

FILED
1985 AUG 14 AM 10:36

12.00

MANUFACTURER: SPERRY

New/ Used	Item of Equipment Model/ Features	Location	Serial Number	Date of Acceptance
NEW	7053-97	Baltimore, MD	606	3/31/85
NEW	K3351-00	Baltimore, MD	1190	3/31/85
NEW	8480-97	Baltimore, MD	1639, 1658	3/31/85
NEW	F2718-02	Baltimore, MD	1639, 1658	3/31/85
NEW	F4025-01	Baltimore, MD	27000, 27001	3/31/85
NEW	5057-87	Baltimore, MD	5806, 5845	3/31/85
NEW	F3118-00	Baltimore, MD	1114	3/31/85
NEW	F3118-01	Baltimore, MD	1092	3/31/85
NEW	7053-96	Baltimore, MD	608	3/31/85
NEW	F3117-02	Baltimore, MD	262	3/31/85
NEW	F3192-02	Baltimore, MD	210366, 210377	3/31/85
USED	F2585-00	Baltimore, MD	1385, 1386	3/31/85
USED	5042-00	Baltimore, MD	1385, 1386	3/31/85
USED	F2131-00	Baltimore, MD	1385, 1386	3/31/85
USED	F2137-00	Baltimore, MD	1385, 1386	3/31/85
USED	F2584-97	Baltimore, MD	2827, 2951	3/31/85
USED	0872-02	Baltimore, MD	899	3/31/85
USED	0872-00	Baltimore, MD	971	3/31/85
USED	0874-00	Baltimore, MD	2024, 2063, 2075 2095, 2108, 2109 2114, 2116, 2117 2119, 2127, 2133 2136, 10178	3/31/85
NEW	5057-93	Baltimore, MD	6133-00	3/31/85
NEW	F2994-00	Baltimore, MD	6133-01	3/31/85
NEW	8480-97	Baltimore, MD	2144-00, 2145-00	3/31/85
NEW	F2718-02	Baltimore, MD	2144-01, 2145-01	3/31/85

Mailed to Secured Party

LIBER - 488 PAGE 304

257971

STANDARD FORM

PULL - A - PART

BUSINESS FORMS

ORDER FROM PHONE 841-3266 AREA CODE 312

14214 INDIANA AVE. CHICAGO, ILL. 60627

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
 Forbes Associates
 Dr. Jonathan Sutton, M.D.
 201 Forbes Street
 Annapolis, MD 21401

2. Secured Party(ies) and address(es)
 Affiliated Capital Corp.
 800 E. Northwest Hwy.
 Palatine, IL 60067

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
 S51048A51046A

(1) Clay Adams QBC Hematology Analyzer
 S/N 4460, 4207, 4226

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
 Deerfield Federal Sav-
 ings & Loan, 745 Deer-
 field Rd., Deerfield, IL
 60015

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of Circuit Court, P. O. Box 71, Annapolis, MD 21404
 (Anna Arundel County)

Please see attached lease page for

By: original debtor's signature
 Signature(s) of Debtor(s)

Affiliated Capital Corp.
J. Slovacek
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

FILED

1985 AUG 14 AM 10:36

14.00
50

Affiliated Capital



LESSOR

Affiliated Capital Corp.
800 E. Northwest Highway
Palatine, Illinois 60067
1-800-323-5007
In Illinois (312) 991-5150

LEASE

No. S51048A51046A

Refer to Above No. On
All Correspondence

NAME AND ADDRESS OF LESSEE:

Forbes Associates
Dr. Jonathan Sutton, M.D.
201 Forbes Street
Annapolis, MD 21401

NAME AND ADDRESS OF SUPPLIER:

A. J. Buck & Son
10534 York Road
Cockeysville, MD 21030

ORDER - 488 PAGE 305

Person to Contact: Joan Vosbury Phone Number: 301-268-5096 Salesperson: Charlie Gillmer Phone Number: 301-666-8200

Quantity	Description of Leased Equipment (Include make, year, model, identification and model numbers or marks)	Price
1	Clay Adams QBC Hematology Analyzer S/Ns 4460, 4207, 4226	\$6,900.00

Total Price	\$ 6,900.00
Sales Tax	345.00
Other	-0-
TOTAL COST	\$7,245.00

Equipment to be delivered to and located at: (Name & Address)

Same as above

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

SCHEDULE OF RENEWAL TERMS

Terms of Lease	Effective Date of Lease	1st Payment Due	Amount of each Rent Payment	Security Deposit	
36	7-25-85	7-25-85	\$ 268.07	\$ -0-	\$268.07 Payable Annually In Advance
No. of Months					

Special Terms and Conditions:

Investment tax credit to be passed to lessee.

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR, hereby leases to the above-named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **SECURITY DEPOSIT.** LESSEE has pledged and deposited with LESSOR the amount specified as security for LESSEE'S prompt and full payment of rent, and faithful and timely performance of this Lease. In the event LESSEE shall make any default hereunder, LESSOR shall have the right, but shall not be obligated, to apply said security to the curing of such default. Any such application by LESSOR shall not be a defense to any action by LESSOR in any way connected with any such default. In any such event, LESSEE shall promptly restore the security deposit to its full amount as set forth. Upon the return of the Equipment to LESSOR at the termination of this Lease, and if all the conditions herein have been fully complied with and LESSEE shall not be in default, the remaining balance of the security deposit shall be refunded to the LESSEE, without any interest thereon.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face hereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten per cent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting, however, federal, state and local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessee has caused this lease to be executed by a duly authorized person and Lessor has accepted the same as set forth below.

Date 7/25/85 Date 7-16-85
David Furness Title Dr. Jonathan Sutton, M.D.
Forbes Associates
 Name of Lessee Forbes Associates Company Name
Dr. Jonathan Sutton Signature Title Pres

THIS IS A NON-CANCELLABLE LEASE

AFFIX CORPORATE SEAL AFTER SIGNING
(If Lessee is a Corporation)

ORIGINAL SIGNATURE
REQUIRED ON ALL COPIES

LEASE ORIGINAL 1

LIBER - 488 PAGE 306

hereunder as to any one or more of the units of Equipment, whereupon all right, title and interest of LESSEE to or in the use of such units shall terminate, and LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby irrevocably and holding LESSOR harmless from liability for any damages occasioned by such taking of possession) or may, at LESSOR's election, require LESSEE at LESSEE'S expense to deliver any or all of the Equipment F.O.B. to a common carrier of such location crated and packed on board such carrier, (E) in the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units at public or private sale as LESSOR may determine or otherwise dispose of, hold, use, operate, lease to others or keep idle such unit or units, as LESSOR in its sole discretion may determine, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph F or G below, (F) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter at any time exercise any of its rights under paragraph E above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred in connection therewith and the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if leased, the present value of any rent, computed in each case on the basis of a five per cent (5%) per annum discount factor, (H) in addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred to the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith; (I) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become entitled to such unit or units of Equipment by quit claim conveyance, as is, where is without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON-WAIVER. No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Forbearance, delay, emission or indulgence by LESSOR upon any breach or default by LESSEE or in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE or in the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite said forbearance or indulgence. No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify, LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects and whether or not discoverable by LESSOR) The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the termination of the term hereof whether by expiration of time, or by operation of law or otherwise.

12. RENT ABSOLUTE. The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and offsets against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. Lessee shall keep the Equipment at its place of business or at the address for shipment as specified above. Without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become affixed to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the doctrine of its annexation to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the Equipment, or any part thereof, may now be, or hereafter may become, in any manner affixed to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings, indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the state where the Equipment is to be or in fact is located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept in writing the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than legally licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, fines or encumbrances attaching, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located, upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon its premises and to take possession of said Equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE'S request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested to any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be of the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby, shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and collisions in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any law enforcement carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way related to the Equipment. In the event of damage of any kind whatever to any item of Equipment (unless the same is, in LESSOR'S determination, damaged beyond repair, lost, stolen or destroyed) LESSEE, at the option of LESSOR, shall at LESSEE'S expense (A) place the same in good repair, condition and working order, or (B) replace the same with like Equipment of the same or a later model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor whichever of the following amounts is the greater:

either (A) an amount equal to the aggregate amount of unpaid rent for the balance of the term of the Lease, or the amount thereof proportionately allocable (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved, to be supplied by Seller. Upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled thereto, by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE'S own expense, against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as said interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$300,000 per person, \$500,000 per occurrence, property damage liability - \$500,000 per occurrence; casualty, including vandalism, fire, collision if applicable, and other risks covered by extended coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificates of insurance shall provide that the insurance policies evidenced hereby shall not be cancelled or altered without at least thirty (30) days' prior notice to LESSOR, its assigns and LESSEE. LESSOR may in its sole discretion at any time upon ten (10) days' written notice to LESSOR, its assigns and LESSEE, require LESSEE to obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may, but without any obligation to do so, upon written notice to LESSEE, obtain any insurance coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately. In the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, effecting any obligations of the LESSEE under this Lease. In the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to risk of loss) the proceeds of such insurance shall be applied, at LESSOR'S sole option, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE for rent hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations to pay rent hereunder, the LESSEE'S obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, and the amounts of rents so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE'S right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR'S written consent, and the conditions hereof shall bind any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE'S right to possession of said Equipment, are subordinate junior and subject to the rights and claims of any assignee against said Equipment under any mortgage, lien, retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or receipt possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to satisfy all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or refrain from paying directly to any such assignee, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR'S assignee provided that no such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR for performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease; the LESSOR shall be deemed to be a sublessor; and the LESSEE shall be deemed to be a sublessee.

23. NOTICES. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been theretofore notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. CONFESSION OF JUDGEMENT. LESSEE HEREBY CONSTITUTES AND IRREVOCABLY APPOINTS ANY ATTORNEY OF LAW OF ANY COURT TO BE THE TRUE AND LAWFUL ATTORNEY OF LESSEE, AND, IN THE NAME, PLACE AND STEAD OF LESSEE, TO APPEAR FOR LESSEE IN ANY COURT OF RECORD AT ANY TIME IN ANY SUIT OR SUITS BROUGHT AGAINST LESSEE FOR THE ENFORCEMENT OF ANY RIGHT OF LESSOR HEREUNDER FOR PAYMENT OF RENT OR ANY OTHER SUM OF MONEY HEREUNDER DUE LESSOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TRIAL BY JURY, AND, FROM TIME TO TIME, TO CONFESS JUDGMENT OR JUDGMENTS IN FAVOR OF LESSOR FOR SUCH SUMS AND FOR COSTS OF SUIT AND FOR A REASONABLE ATTORNEY'S FEE IN FAVOR OF LESSOR TO BE FIXED BY THE COURT, AND TO RELEASE ALL ERRORS THAT MAY OCCUR OR INTERVENE IN SUCH PROCEEDINGS, INCLUDING THE ISSUANCE OF EXECUTION UPON ANY SUCH JUDGMENT, AND TO STIPULATE THAT NO APPEAL SHALL BE PROSECUTED FROM SUCH JUDGMENT OR JUDGMENTS, AND THAT NO PROCEEDINGS IN CHANCERY OR OTHERWISE SHALL BE FILED OR PROSECUTED TO INTERFERE IN ANY WAY WITH THE OPERATION OF SUCH JUDGMENT OR JUDGMENTS OR OF ANY EXECUTION ISSUED THEREON OR WITH ANY SUPPLEMENTAL PROCEEDINGS TAKEN BY LESSOR TO COLLECT THE AMOUNT OF ANY JUDGMENT OR JUDGMENTS, AND TO CONSENT THAT EXECUTION ON ANY JUDGMENT OR DECREE IN FAVOR OF LESSOR AGAINST LESSEE MAY ISSUE FORTHWITH.

25. SERVICE OF PROCESS. This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address heretofore stated, and that service so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE'S agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigations, actions or proceedings instituted hereunder.

26. FURTHER ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts hereof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith in any public office of the United States or of any state or of any political governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR as LESSEE is effecting such filing or recording.

27. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the transferor, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

28. GENERAL. If more than one LESSEE is named to this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbance, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to the Equipment, and this Lease together with the Guaranty, the Acceptance of Installation and Delivery Receipt and the Purchase Order constitute the entire agreement between the parties. Any provisions hereof prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease; provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the space provided heretofore and entitled "Personally Guaranteed By" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rent and other payments to be made by LESSEE to LESSOR hereunder.

Mailed to Assignee

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 467 Page No. 10
Identification No. 249494 Dated October 27, 1983

1. Debtor(s) { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Calvert & Northwestern Streets, Annapolis, MD
Address—Street No., City - County State Zip Code 21401
Attn: Director of Administration

2. Secured Party { Suburban Bank
Name or Names—Print or Type
6610 Rockledge Drive, Bethesda, Maryland 20817
Address—Street No., City - County State Zip Code
Attn: David W. Steinman, Sr. Vice President

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#03242 0040 R01 T14:15
AUG 13 85

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in: the following manner:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All property described in the financing statement referenced above.

Assignee: Northeastern Bank of Pennsylvania
Post Office Box 231
201 Penn Avenue
Scranton, Pennsylvania 18503-0231
Attn: James M. Meldrum, Asst. Vice President

Dated: March 29, 1985 Suburban Bank
Name of Secured Party
R. Blair Richards
Signature of Secured Party
Vice President
Type or Print (Include Title if Company)
R. Blair Richards
CLERK

Lucas Bros. Form T-1

Return to:
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900 AA-101628

1985 AUG 13 PM 2:14
E. AUBREY COLLISON
CLERK

100

Mail to

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 467
Identification No. 249495

Page No. 14
Dated October 27, 1983

- 1. Debtor(s) { Red Roof Inns, Inc.
Name or Names—Print or Type
4355 Davidson Road, Amlin, Ohio 43002 Attn: James R. Trueman
Address—Street No., City - County State Zip Code
- 2. Secured Party { Anne Arundel County, Maryland
Name or Names—Print or Type
Arundel Center, Calvert and Northwest Streets
Annapolis, Maryland 21401 Attn: Director of Administration
Address—Street No., City - County State Zip Code
- 2.5 Original Assignee of Secured Party: Suburban Bank, 6610 Rockledge Avenue, Bethesda, MD 20817
3. Maturity Date (if any) Attn: David W. Steinman, Sr. Vice President

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#03243 0040 R01 T14:16
AUG 13 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>* Original Assignee of C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in: the following property</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All property described in the financing statement referenced above.

Assignee: Northeastern Bank of Pennsylvania
Post Office Box 231
201 Penn Avenue
Scranton, Pennsylvania 18503-0231
Attn: James M. Meldrum, Asst. Vice-President

Dated: March 29, 1985

*Original Assignee Of

Suburban Bank
Name of Secured Party
R. Blair Richards
Signature of Secured Party
Vice President

Type or Print (Include Title if Company)
R. Blair Richards

Lucas Bros. Form T-1

RETURN TO
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/921-0900

1985 AUG 13 PM 2:14

E. AUBREY COLLISON
CLERK



Mail to

10.0 3

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 43

Page No. 336

Identification No. 28463

Dated Sept. 28, 1985

1. Debtor(s) { Thomas Zabetakis and Mary C. Zabetakis, his wife
Name or Names - Print or Type
709 Carolyn Road, Glen Burnie, Maryland
Address - Street No., City - County State Zip Code

2. Secured Party { METROPOLITAN LIFE INSURANCE COMPANY c/o WYE MORTGAGE CORPORATION
Name or Names - Print or Type
7801 YORK ROAD BALTIMORE, MARYLAND 21204
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) Sept. 1, 1995

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#03287 0231 R01 T16 1.15

AUG 13 85

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 6th day of September 1985

WITNESS:

BY: WYE MORTGAGE CORPORATION

Helida M. Berry
Helida M. Berry

Nancy L. Shauck
Nancy L. Shauck, Vice President
Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1985 AUG 13 PM 4:13

E. AUBREY COLLISON
CLERK

10.00
.50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 240492 recorded in
Liber 444, Folio 91 on 11/18/81 (Date).

1. DEBTOR(S):

Name(s) Hardin-Kight Inc.
Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

RECORD FEE 10.00
POSTAGE 50
#03330 C237 R01 109:37
AUG 14 85

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
836 Ritchie Highway, Suite 5, Severna Park, Md. 21146

9. SIGNATURES.

Hardin-Kight Inc.
Stephen E. Kight
Stephen E. Kight, President

SECURED PARTY

Maryland National Bank
By *Dolly S. Whitecotton*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1985 AUG 14 AM 9:37

E. AUBREY COLLISON
CLERK

10.00
50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 234759 recorded in
Liber 430, Folio 128 on October 7, 1980 (Date).

1. DEBTOR(S):
Name(s) Hardin-Kight Inc.
Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
836 Ritchie Highway, Suite 5, Severna Park, Md. 21146

RECORD FEE 10.00
POSTAGE .50
#03331-0287 R01 TOP:38
AUG 14 85

9. SIGNATURES.

Hardin-Kight Inc.
Stephen E. Kight
Stephen E. Kight, President

SECURED PARTY
Maryland National Bank
By Dolly S. Whitecotton
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

BL
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 AUG 14 AM 9:37

E. AUBREY COLLISON
CLERK

10.00
.50

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STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 252193 recorded in
Liber 473, Folio 510 on May 31, 1984 (Date).

1. DEBTOR(S):
Name(s) Hardin-Kight Inc.
Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
836 Ritchie Highway, Suite 5, Severna Park, Md. 21146

RECORD FEE 10.00
POSTAGE .50
#03332 C267 R01 109:32
AUG 14 85

9. SIGNATURES.

Hardin-Kight Inc.
Stephen E. Kight
Stephen E. Kight, President

SECURED PARTY
Maryland National Bank
By Dolly S. Whitecotton
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, D.A. COUNTY
1985 AUG 14 AM 9:37
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
.70

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STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248146 recorded in
Liber 463, Folio 472 on July 15, 1983 (Date).

1. DEBTOR(S):
Name(s) Hardin-Kight Inc.
Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
836 Ritchie Highway, Suite 5, Severna Park, Md. 21146

RECORD FEE 10.00
POSTAGE 50
#03333 C237 R01 TOP-32
AUG 14 83

9. SIGNATURES.

Hardin-Kight Inc.
Stephen E. Kight
Stephen E. Kight, President

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY
Maryland National Bank
By *Dolly S. Whitecotton*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 AUG 14 AM 9:37
E. AUBREY COLLISON
CLERK
Mailed to Secured Party

1000
21

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AA Co. 11.50
3184 5

LIBER - 488 PAGE 314

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

257980

FINANCING STATEMENT

American Fidelity Mortgage Corp.

Name or Names - Print or Type

1. LESSEE(S)

Route 2 & West Street, Parole Station #H, Annapolis, MD 21401
Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

- 1- IBM AT Computer, 128K Ram Chips 5085930
- 1- Serial/Parallel adapter
- 1- Color Adapter
- 1- IBM Wheel Printer 05183
- 1- Hayes 1200B modem 85130454
- 1- IBM Color Monitor 0591105
- 1- IBM printer cable
- 1- CDC 30mg hard disk
- 1- Box of diskettes
- 1- DOS 3.0
- 1- Lotus 1,2,3
- 1- D-Base II
- 1- IBM Filing Asst.
- 1- Multimate
- 1- Surge protector

FILED
1985 AUG 14 PM 12:59

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) American Fidelity Mortgage Corp. LESSOR: L-J Leasing Company

By: [Signature]
Signature of Lessee
Vincent Ambrosetti, President
Type or Print

By: [Signature]
Signature of Lessor
Daniel G. Bittner, Manager

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

Mail to L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Apollo Computer Inc.
Address 7484 Candlewood road, Harmons, MD 21077

2. SECURED PARTY

Name Compulease Inc.
Address 10 Speen Street, Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This financing statement evidences three Equipment Leases Reference Nos. 279, 280 and 282 dated June 21, 1985 with respect to the Equipment and inventory described on Schedule A hereto.

Assignee: Shawmut Bank of Boston
One Federal Street
Boston, MA 02110

No recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

Apollo Computer Inc.

Thomas W Freeze
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Compulease Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FILED
1985 AUG 14 PM 12:59

113.00

only

SCHEDULE A

Lease Reference #279

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 316

Quantity	Description	Capitalized Lessor's Cost
7	STO-BOTS	
6	40 BIN 21 inch wide small parts carousels	
4	72 BIN 18 inch wide work in process carousels	
9	115 ft. long transporters with workstations	
1	235 ft. multi-group transporter	
22	Eramco Roller Conveyors	
1	PLC Allen Bradley Controller	
1	PLC Console	

\$ 1,430,280.00

SCHEDULE A

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 317

Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002162	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002013	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002009	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002170	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002004	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002010	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002160	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002159	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002012	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002011	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002163	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002005	DATA ACQ MODULE TEKTRONIX	
CA-TEST-002161	DATA ACQ MODULE TEKTRONIX	
CA-TEST-001828	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001866	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001906	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001843	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001819	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001820	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001863	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001833	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001827	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001840	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001845	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001824	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001842	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001838	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001848	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001829	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001832	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001864	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001818	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001839	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001831	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001903	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001841	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001826	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001844	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001904	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001847	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001825	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001905	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001846	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-001865	DATA ACQUISITION CA TEKTRONIX	
CA-TEST-002158	DATA ACQ MODULE TEKTRONIX	

SCHEDULE A
EQUIPMENT SCHEDULE

Page 2 of 6

LIBER - 488 PAGE 318

Capitalized
Lessor's
Cost

Asset ID#

Description

CA-TEST-002008	DIGITAL ANALYSIS S	TEKTRONIX
CA-TEST-001957	DIGITAL ANALYZER S	TEKTRONIX
CA-TEST-002157	DIGITAL ANALYZER S	TEKTRONIX

CA-TEST-001822	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001830	LOGIC ANALYZER	TEKTRONIX
CA-TEST-002152	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001834	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001836	LOGIC ANALYZER	TEKTRONIX

CA-TEST-001862	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001817	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001835	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001837	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001823	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001821	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001901	LOGIC ANALYZER W/D	TEKTRONIX
CA-TEST-001902	LOGIC ANALYZER W/D	TEKTRONIX

CA-TEST-002021	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002027	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002032	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001895	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002029	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001949	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001594	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002020	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001958	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002150	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001898	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002031	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002040	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002033	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002132	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001597	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001897	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002007	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001988	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002018	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002134	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002047	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002043	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001881	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002149	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002206	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002035	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002046	OSCILLOSCOPE	TEKTRONIX

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 319

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-001593	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002025	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002026	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002133	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001896	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002006	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002049	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001910	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002030	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002028	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002022	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001595	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002024	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002019	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002041	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002042	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002048	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002131	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001611	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002038	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002037	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001882	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001985	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001596	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001989	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001899	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001984	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002036	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001884	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001982	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002034	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001987	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002151	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002044	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002045	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002039	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001883	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001986	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002023	OSCILLOSCOPE TEKTRONIX	
CA-TEST-001983	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002222	TDR CABLE TESTER TEKTRONIX	
CA-TEST-002220	TDR CABLE TESTER TEKTRONIX	
CA-TEST-002219	TDR CABLE TESTER TEKTRONIX	
CA-TEST-002221	TDR CABLE TESTER TEKTRONIX	
CA-TEST-002200	TDR CABLE TESTER TEKTRONIX	
CA-TEST-002207	TDR CABLE TESTER TEKTRONIX	

SCHEDULE A

Page 4 of 6

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 320

Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002209	TEMP PROBE-31 TEXTRONIX	
CA-TEST-002208	VOLTAGE PROBE-QTY- TEXTRONIX	
CA-TEST-002204	LOGIC ANALYZER NICOLET	
CA-TEST-002205	LOGIC ANALYZER NICOLET	
CA-TEST-001797	LOGIC ANALYZER NICOLET	
CA-TEST-002201	LOGIC ANALYZER NICOLET	
CA-TEST-002202	LOGIC ANALYZER NICOLET	
CA-TEST-001793	LOGIC ANALYZER NICOLET	
CA-TEST-001794	LOGIC ANALYZER NICOLET	
CA-TEST-001575	LOGIC ANALYZER NICOLET	
CA-TEST-001867	LOGIC ANALYZER NICOLET	
CA-TEST-001573	LOGIC ANALYZER NICOLET	
CA-TEST-001795	LOGIC ANALYZER NICOLET	
CA-TEST-002203	LOGIC ANALYZER NICOLET	
CA-TEST-001796	LOGIC ANALYZER NICOLET	
CA-TEST-001574	LOGIC ANALYZER NICOLET	
CA-TEST-001991	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001993	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001992	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001981	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001980	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001979	LOGIC ANALYZER NICOLET PARA	
CA-TEST-002072	TESTER WILSON LAB	
CA-TEST-002071	TESTER WILSON LAB	
CA-TEST-002070	TESTER WILSON LAB	
CA-TEST-001939	SX-530 TESTER W/AD WILSON LABS	
CA-TEST-001816	DISK MEMORY EXERSI WILSON LABS	
CA-TEST-001970	PROGRAMABLE POWER MARCONI	
CA-TEST-002058	UNIV DIST ANALYZER DRANETZ	
CA-TEST-002059	UNIV DIST ANALYZER DRANETZ	
CA-TEST-002057	UNIV DIST ANALYZER DRANETZ	

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002063	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002066	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002062	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002064	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002065	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002061	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002060	REMOTE MONITOR UNI DRANETZ	
CA-TEST-001936	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001937	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001938	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001998	DATA ANALYZER DATA BRAIN	
CA-TEST-001997	DATA ANALYZER DATA BRAIN	
CA-TEST-002293	LOGIC ANALYZER NICOLET	
CA-TEST-002294	LOGIC ANALYZER NICOLET	
CA-TEST-002295	LOGIC ANALYZER NICOLET	
CA-TEST-002288	VACUUM PUMP OBEREAD	
CA-TEST-002289	VACUUM PUMP OBEREAD	
CA-TEST-002287	VACUUM PUMP OBEREAD	
CA-TEST-002301	SCANNING SYSTEM PHOTO RESEARCH	
CA-TEST-002302	SCANNING PHOTO NET PHOTO RESEARCH	
CA-TEST-002322	DATA ACQ CARD TEXTRONIX	
CA-TEST-002321	DATA ACQ CARD TEXTRONIX	
CA-TEST-002319	DATA ACQ CARD TEXTRONIX	
CA-TEST-002323	DATA ACQ CARD TEXTRONIX	
CA-TEST-002320	DATA ACQ CARD TEXTRONIX	
CA-TEST-002300	LOGIC ANALYZER TEXTRONIX	
CA-TEST-002318	LOGIC ANALYZER TEXTRONIX	
CA-TEST-002299	LOGIC ANALYZER TEXTRONIX	

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Capitalized
Lessor's
Cost

Asset ID#	Description
CA-TEST-002316	OSCILLOSCOPE TEKTRONIX
CA-TEST-002315	OSCILLOSCOPE TEKTRONIX
CA-TEST-002324	OSCILLOSCOPE TEKTRONIX
CA-TEST-002317	OSCILLOSCOPE TEKTRONIX
CA-TEST-002314	OSCILLOSCOPE TEKTRONIX
CA-TEST-002325	OSCILLOSCOPE TEKTRONIX
CA-TEST-002307	OSCILLOSCOPE TEKTRONIX
CA-TEST-002313	OSCILLOSCOPE TEKTRONIX
CA-TEST-002275	OSCILLOSCOPE TEKTRONIX
CA-TEST-002326	OSCILLOSCOPE TEKTRONIX
CA-TEST-002330	TDR UNIT TEKTRONIX
CA-TEST-002332	TDR UNIT TEKTRONIX
CA-TEST-002331	TDR UNIT TEKTRONIX
CA-TEST-002333	TDR UNIT TEKTRONIX
CA-TEST-002306	TEST FIXTURE TEKTRONIX

\$1,321,006.29

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EQUIPMENT SCHEDULE

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Capitalized
Lessor's
Cost

Asset ID#	Description
CA-TEST-002162	DATA ACQ MODULE TEKTRONIX
CA-TEST-002013	DATA ACQ MODULE TEKTRONIX
CA-TEST-002009	DATA ACQ MODULE TEKTRONIX
CA-TEST-002170	DATA ACQ MODULE TEKTRONIX
CA-TEST-002004	DATA ACQ MODULE TEKTRONIX
CA-TEST-002010	DATA ACQ MODULE TEKTRONIX
CA-TEST-002160	DATA ACQ MODULE TEKTRONIX
CA-TEST-002159	DATA ACQ MODULE TEKTRONIX
CA-TEST-002012	DATA ACQ MODULE TEKTRONIX
CA-TEST-002011	DATA ACQ MODULE TEKTRONIX
CA-TEST-002163	DATA ACQ MODULE TEKTRONIX
CA-TEST-002005	DATA ACQ MODULE TEKTRONIX
CA-TEST-002161	DATA ACQ MODULE TEKTRONIX
CA-TEST-001828	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001866	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001906	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001843	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001819	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001820	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001863	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001833	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001827	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001840	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001845	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001824	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001842	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001838	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001848	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001829	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001832	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001864	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001818	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001839	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001831	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001903	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001841	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001826	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001844	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001904	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001847	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001825	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001905	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001846	DATA ACQUISITION CA TEKTRONIX
CA-TEST-001865	DATA ACQUISITION CA TEKTRONIX
CA-TEST-002158	DATA ACQ MODULE TEKTRONIX

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EQUIPMENT SCHEDULE

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002008	DIGITAL ANALYSIS S	TEKTRONIX
CA-TEST-001957	DIGITAL ANALYZER S	TEKTRONIX
CA-TEST-002157	DIGITAL ANALYZER S	TEKTRONIX
CA-TEST-001822	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001830	LOGIC ANALYZER	TEKTRONIX
CA-TEST-002152	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001834	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001836	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001862	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001817	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001835	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001837	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001823	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001821	LOGIC ANALYZER	TEKTRONIX
CA-TEST-001901	LOGIC ANALYZER W/O	TEKTRONIX
CA-TEST-001902	LOGIC ANALYZER W/O	TEKTRONIX
CA-TEST-002021	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002027	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002032	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001895	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002029	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001949	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001594	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002020	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001958	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002150	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001898	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002031	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002040	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002033	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002132	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001597	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001897	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002007	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001988	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002018	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002134	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002047	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002043	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001881	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002149	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002206	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002035	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002046	OSCILLOSCOPE	TEKTRONIX

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EQUIPMENT SCHEDULE

Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-001593	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002025	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002026	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002133	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001896	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002006	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002049	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001910	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002030	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002028	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002022	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001595	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002024	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002019	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002041	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002042	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002048	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002131	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001611	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002038	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002037	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001882	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001985	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001596	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001989	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001899	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001984	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002036	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001884	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001982	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002034	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001987	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002151	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002044	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002045	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002039	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001883	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001986	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002023	OSCILLOSCOPE	TEKTRONIX
CA-TEST-001983	OSCILLOSCOPE	TEKTRONIX
CA-TEST-002222	TDR CABLE TESTER	TEKTRONIX
CA-TEST-002220	TDR CABLE TESTER	TEKTRONIX
CA-TEST-002219	TDR CABLE TESTER	TEKTRONIX
CA-TEST-002221	TDR CABLE TESTER	TEKTRONIX
CA-TEST-002200	TDR CABLE TESTER	TEKTRONIX
CA-TEST-002207	TDR CABLE TESTER	TEKTRONIX

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002209	TEMP PROBE-31 TEKTRONIX	
CA-TEST-002208	VOLTAGE PROBE-QTY- TEKTRONIX	
CA-TEST-002204	LOGIC ANALYZER NICOLET	
CA-TEST-002205	LOGIC ANALYZER NICOLET	
CA-TEST-001797	LOGIC ANALYZER NICOLET	
CA-TEST-002201	LOGIC ANALYZER NICOLET	
CA-TEST-002202	LOGIC ANALYZER NICOLET	
CA-TEST-001793	LOGIC ANALYZER NICOLET	
CA-TEST-001794	LOGIC ANALYZER NICOLET	
CA-TEST-001575	LOGIC ANALYZER NICOLET	
CA-TEST-001867	LOGIC ANALYZER NICOLET	
CA-TEST-001573	LOGIC ANALYZER NICOLET	
CA-TEST-001795	LOGIC ANALYZER NICOLET	
CA-TEST-002203	LOGIC ANALYZER NICOLET	
CA-TEST-001796	LOGIC ANALYZER NICOLET	
CA-TEST-001574	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001991	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001993	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001992	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001981	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001980	LOGIC ANALYZER NICOLET PARA	
CA-TEST-001979	LOGIC ANALYZER NICOLET PARA	
CA-TEST-002072	TESTER WILSON LAB	
CA-TEST-002071	TESTER WILSON LAB	
CA-TEST-002070	TESTER WILSON LAB	
CA-TEST-001939	SX-530 TESTER W/AD WILSON LABS	
CA-TEST-001816	DISK MEMORY EXERSI WILSON LABS	
CA-TEST-001970	PROGRAMABLE POWER MARCONI	
CA-TEST-002058	UNIV DIST ANALYZER DRANETZ	
CA-TEST-002059	UNIV DIST ANALYZER DRANETZ	
CA-TEST-002057	UNIV DIST ANALYZER DRANETZ	

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002063	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002066	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002062	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002064	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002065	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002061	REMOTE MONITOR UNI DRANETZ	
CA-TEST-002060	REMOTE MONITOR UNI DRANETZ	
CA-TEST-001936	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001937	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001938	INTERVIEW DATA SCO DATA BRAIN	
CA-TEST-001998	DATA ANALYZER DATA BRAIN	
CA-TEST-001997	DATA ANALYZER DATA BRAIN	
CA-TEST-002293	LOGIC ANALYZER NICOLET	
CA-TEST-002294	LOGIC ANALYZER NICOLET	
CA-TEST-002295	LOGIC ANALYZER NICOLET	
CA-TEST-002288	VACUUM PUMP OBEREAD	
CA-TEST-002289	VACUUM PUMP OBEREAD	
CA-TEST-002287	VACUUM PUMP OBEREAD	
CA-TEST-002301	SCANNING SYSTEM PHOTO RESEARCH	
CA-TEST-002302	SCANNING PHOTO NET PHOTO RESEARCH	
CA-TEST-002322	DATA ACQ CARD TEKTRONIX	
CA-TEST-002321	DATA ACQ CARD TEKTRONIX	
CA-TEST-002319	DATA ACQ CARD TEKTRONIX	
CA-TEST-002323	DATA ACQ CARD TEKTRONIX	
CA-TEST-002320	DATA ACQ CARD TEKTRONIX	
CA-TEST-002300	LOGIC ANALYZER TEKTRONIX	
CA-TEST-002318	LOGIC ANALYZER TEKTRONIX	
CA-TEST-002299	LOGIC ANALYZER TEKTRONIX	

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Asset ID#	Description	Capitalized Lessor's Cost
CA-TEST-002316	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002315	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002324	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002317	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002314	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002325	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002307	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002313	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002275	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002326	OSCILLOSCOPE TEKTRONIX	
CA-TEST-002330	TDR UNIT TEKTRONIX	
CA-TEST-002332	TDR UNIT TEKTRONIX	
CA-TEST-002331	TDR UNIT TEKTRONIX	
CA-TEST-002333	TDR UNIT TEKTRONIX	
CA-TEST-002306	TEST FIXTURE TEKTRONIX	

\$1,321,006.29

SCHEDULE A

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Capitalized
Lessor's
Cost

Asset ID#	Description	
CA-COMPOUT-000577	76MB DISK MINI COM	WANG LABS
CA-COMPOUT-000905	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000903	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000483	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000632	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000633	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000484	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000485	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000634	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000635	COMPAQ COMPUTER	COMPUTERLAND
CA-COMPOUT-000535	COMPAQ PLUS COMPUT	COMPUTERLAND
CA-COMPOUT-000486	COMPAQ PLUS COMPUT	COMPUTERLAND
CA-COMPOUT-000487	COMPAQ PLUS COMPUT	COMPUTERLAND
CA-COMPOUT-000488	COMPAQ PLUS COMPUT	COMPUTERLAND
CA-COMPOUT-001127	COMPUTER HARDWARE/	COMPUTERLAND
CA-COMPOUT-000538	CPS DAISY WHEEL PR	SYSTEM 18
CA-COMPOUT-000541	CPS DAISY WHEEL PR	SYSTEM 18
CA-COMPOUT-000549	CPS DAISY WHEEL PR	SYSTEM 18
CA-COMPOUT-000749	CPS DAISY WHEEL PR	SYSTEM 18
CA-COMPOUT-000547	CPS DAISY WHEEL PR	SYSTEM 18
CA-COMPOUT-000994	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001082	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001079	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001080	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001094	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001078	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001077	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-000983	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001085	DAISY LQ PRINTER	WANG
CA-COMPOUT-001075	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001091	DAISY LQ PRINTER	WANG
CA-COMPOUT-001074	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001095	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-000402	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001081	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001088	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001084	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001083	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-000997	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001001	DAISY LQ PRINTER	SYSTEM 18
CA-COMPOUT-001363	DAISY PRINTER	WANG
CA-COMPOUT-001392	DAISY PRINTER	WANG
CA-COMPOUT-000979	DAISY PRINTER	WANG
CA-COMPOUT-001383	DAISY PRINTER	SYSTEM 18

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-000993	DAISY PRINTER	WANG
CA-COMPOUT-001366	DAISY PRINTER	SYSTEM 18
CA-COMPOUT-001370	DAISY PRINTER	WANG
CA-COMPOUT-001344	DAISY PRINTER	WANG
CA-COMPOUT-001354	DAISY PRINTER	WANG
CA-COMPOUT-001381	DAISY PRINTER	WANG
CA-COMPOUT-001391	DAISY PRINTER	WANG
CA-COMPOUT-000992	DAISY PRINTER	WANG
CA-COMPOUT-000988	DAISY PRINTER	WANG
CA-COMPOUT-001373	DAISY PRINTER	WANG
CA-COMPOUT-001336	DAISY PRINTER	WANG
CA-COMPOUT-000981	DAISY PRINTER	SYSTEM 18
CA-COMPOUT-001345	DAISY PRINTER	WANG
CA-COMPOUT-001359	DAISY PRINTER	WANG
CA-COMPOUT-001398	DAISY PRINTER	WANG
CA-COMPOUT-000987	DAISY PRINTER	WANG
CA-COMPOUT-001497	DAISY WHEEL LQ PRI	SYSTEM 18
CA-COMPOUT-000771	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001250	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001351	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001405	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001330	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001364	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001334	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-001401	DAISY WHEEL PRINTE	SYSTEM 18
CA-COMPOUT-000382	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000388	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000389	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000208	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000390	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000211	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000391	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000216	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000392	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000218	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000393	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000259	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000394	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000264	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000395	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000284	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000396	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000290	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000397	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000332	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000399	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000337	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000400	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000341	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000401	IBM 256K COMPUTER	SYSTEM 18

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EQUIPMENT SCHEDULE

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Capitalized
Lessor's
Cost

Asset ID#	Description	
CA-COMPOUT-000349	IBM COMPAQ COMPUTE	COMPUTERLAND
CA-COMPOUT-000403	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000355	IBM COMPAQ	COMPUTERLAND
CA-COMPOUT-000404	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000370	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000407	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000201	IBM XT W/SOFTWARE	COMPUTERLAND
CA-COMPOUT-000408	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000384	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000409	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000386	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000410	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000205	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000412	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000213	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000414	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000222	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000415	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000280	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000417	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000292	IBM PC	COMPUTERLAND
CA-COMPOUT-000419	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000339	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000421	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000353	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000423	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000371	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000425	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000385	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000427	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000209	IBM XT COMPUTER W/	COMPUTERLAND
CA-COMPOUT-000429	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000261	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000430	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000334	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000435	IBM COMPAQ	COMPUTERLAND
CA-COMPOUT-000358	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000439	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000387	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000441	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000286	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000443	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000383	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000343	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000217	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000445	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000716	IBMXT COMPUTER	COMPUTERLAND
CA-COMPOUT-000572	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000464	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000587	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000475	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000588	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000477	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000589	IBM 256K COMPUTER	SYSTEM 18

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-000479	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000590	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000481	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000591	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000498	IBM 256K COMPUTER	SYSTEM18
CA-COMPOUT-000592	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000531	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000593	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000539	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000619	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000542	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000641	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000546	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000643	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000559	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000645	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000563	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000690	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000570	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000695	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000476	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000701	IBM COMPUTER	COMPUTERLAND
CA-COMPOUT-000480	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000702	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000526	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000463	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000540	IBM 256K COMPUTER	SYSTEM:18
CA-COMPOUT-000717	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000548	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000738	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000565	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000746	IBM PC COMPUTER	SYSTEM 18
CA-COMPOUT-000478	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000748	IBM 256K COMPUTER	SYSTEM:18
CA-COMPOUT-000537	IBM 256K COMPUTER	SYSTEM18
CA-COMPOUT-000750	IBM 256K COMPUTER	SYSTEM18
CA-COMPOUT-000561	IBM XT COMPUTER	SYSTEM-18
CA-COMPOUT-000751	IBM 256K COMPUTER	COMPUTERLAND
CA-COMPOUT-000482	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000468	IBM 256K COMPUTER	COMPUTERLAND
CA-COMPOUT-000544	IBM 256K COMPUTER	SYSTEM18
CA-COMPOUT-000754	IBM 256K COMPUTER	SYSTEM 18
CA-COMPOUT-000893	IBM XT COMPUTER	SYSTEM 18
CA-COMPOUT-000980	IBM 256K 10MB COMP	COMPUTERLAND
CA-COMPOUT-000984	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000768	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000995	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000772	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000998	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000776	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001000	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000781	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001039	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000786	IBM XT COMPUTER	COMPUTERLAND

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001043	IBM AT COMPUTER	COMPUTERLAND
CA-COMPOUT-000795	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001046	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000854	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001051	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000858	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001053	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000862	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001086	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000866	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001090	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000870	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001093	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000873	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001096	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000875	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001097	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000877	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001098	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000884	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001099	IBM 256L 10MB COMP	SYSTEM 18
CA-COMPOUT-000886	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001100	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000765	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000969	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000971	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000899	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000766	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000908	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000770	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000914	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000774	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000922	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000779	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000929	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000784	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000936	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000788	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000942	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000796	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000952	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-000856	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000959	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-000859	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-000966	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000862	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001138	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000858	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000911	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000872	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000926	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000874	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000939	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000876	IBM 256K 30MB COMP	SYSTEM 18

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Capitalized
Lessor's
Cost

Asset ID#	Description	
CA-COMPOUT-000953	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000882	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000968	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000885	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000918	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000887	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-000950	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-000895	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000901	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000961	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000935	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-000897	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001131	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001327	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001329	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001124	256K 10MB COMPUTER	SYSTEM 18
CA-COMPOUT-001338	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001142	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001352	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001160	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-001365	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001165	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001375	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001167	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001378	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001287	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-001382	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001311	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001386	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001315	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001387	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001322	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001399	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001136	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001403	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001144	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001407	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001166	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001408	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001308	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001413	IBM 256K 30MB COMP	SYSTEM 18
CA-COMPOUT-001320	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001415	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001140	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001416	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001249	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001490	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001326	IBM 256K10MB COMPU	SYSTEM 18
CA-COMPOUT-001312	IBM XT COMPUTER	COMPUTERLAND
CA-COMPOUT-001161	IBM ENHANCED COMPU	COMPUTERLAND
CA-COMPOUT-001500	IBM 256K 10MB COMP	SYSTEM 18
CA-COMPOUT-001501	IBM 256K 10MB COMP	SYSTEM 18

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-000333	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000762	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001143	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001141	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001139	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000792	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000933	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000466	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000576	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000206	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000869	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000376	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000871	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000379	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000375	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001003	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000344	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000787	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000932	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000900	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001252	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000210	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000381	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000960	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000207	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000973	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000377	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000378	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000896	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000898	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001251	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000260	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-001126	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000767	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000380	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000902	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000283	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000215	LASER JET PRINTER	COMPUTERLAND
CA-COMPOUT-000571	LASER PRINTER	COMPUTERLAND
CA-COMPOUT-001253	LASERJET PRINTER	COMPUTERLAND
CA-COMPOUT-001254	LASERJET PRINTER	COMPUTERLAND
CA-COMPOUT-001309	LASERJET PRINTER	COMPUTERLAND
CA-COMPOUT-001255	LASERJET PRINTER	COMPUTERLAND
CA-COMPOUT-001054	LASERJET PRINTER	COMPUTERLAND
CA-COMPOUT-001293	LASERWRITER PRINTE	COMPUTERLAND
CA-COMPOUT-000432	LINE QUALITY PRINT	SYSTEM 18
CA-COMPOUT-000431	LINE QUALITY PRINT	SYSTEME 18
CA-COMPOUT-001065	MACINTOSH COMPTER	COMPUTERLAND

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001397	MATRIX PRINTER WANG	
CA-COMPOUT-001355	MATRIX PRINTER WANG	
CA-COMPOUT-001380	MATRIX PRINTER WANG	
CA-COMPOUT-001343	MATRIX PRINTER WANG	
CA-COMPOUT-001358	MATRIX PRINTER WANG	
CA-COMPOUT-001362	MATRIX PRINTER WANG	
CA-COMPOUT-000989	MATRIX PRINTER WANG	
CA-COMPOUT-001147	MATRIX PRINTER WANG	
CA-COMPOUT-001369	MATRIX PRINTER WANG	
CA-COMPOUT-001372	MATRIX PRINTER WANG	
CA-COMPOUT-001076	MATRIX PRINTER WANG	
CA-COMPOUT-000978	MATRIX PRINTER WANG	
CA-COMPOUT-000991	MATRIX PRINTER WANG	
CA-COMPOUT-001390	MATRIX PRINTER WANG	
CA-COMPOUT-000555	WANG 256K COMPUTER SYSTEM 18	
CA-COMPOUT-000551	WANG 256K COMPUTER SYSTEM 18	
CA-COMPOUT-000557	WANG 256K COMPUTER SYSTEM 18	
CA-COMPOUT-000553	WANG 256K COMPUTER SYSTEM 18	
CA-COMPOUT-001335	WANG WORD PROCESSOR WANG	
CA-COMPOUT-001342	WANG WORD PROCESSOR WANG	
CA-COMPOUT-001146	WORD PROCESSING SY WANG	
CA-COMPOUT-000986	WORD PROCESSOR WANG	
CA-COMPOUT-000977	WORD PROCESSOR WANG	
CA-COMPOUT-001073	WORD PROCESSOR WANG	
CA-COMPOUT-001389	WORD PROCESSOR WANG	
CA-COMPOUT-000990	WORD PROCESSOR WANG	
CA-COMPOUT-001396	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001379	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001368	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001371	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001361	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001357	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001353	WORD PROCESSOR WOR WANG	
CA-COMPOUT-001008	1000 LPM LINE PRIM ASK COMPUTER	
CA-COMPOUT-001176	SERIES 64-68 INTER ASK COMPUTER	
CA-COMPOUT-000574	300LPM PRINTER ASK COMPUTER	
CA-COMPOUT-001009	1000 LPM LINE PRIM ASK COMPUTER	
CA-COMPOUT-000073	300LPM PRINTER ASK COMPUTER	
CA-COMPOUT-000459	DATA TERMINAL ASK COMPUTER	
CA-COMPOUT-001174	SYNC MODEM CONNECT ASK COMPUTER	
CA-COMPOUT-000458	DATA TERMINAL ASK COMPUTER	
CA-COMPOUT-001172	1.26GB DISK DRIVE ASK COMPUTER	
CA-COMPOUT-000457	DATA TERMINAL ASK COMPUTER	
CA-COMPOUT-000456	DATA TERMINAL ASK COMPUTER	
CA-COMPOUT-001173	SYNC MODEM CONNECT ASK COMPUTER	
CA-COMPOUT-001175	SERIES 64-68 INTER ASK COMPUTER	
CA-COMPOUT-000454	HP SERIES 68 ASK COMPUTER	

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001208	SYNC MODEM	ANDERSON JACOB
CA-COMPOUT-001207	MODEM	ANDERSON JACOB
CA-COMPOUT-000844	SYNC BAUD MODEM	ANDERSON JACOB
CA-COMPOUT-000848	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000845	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000849	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000846	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000853	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000851	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000847	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000850	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-000852	SYNC BAUD MODEM	ANDERSON JACOBS
CA-COMPOUT-001037	DRAFTING PLOTTER	AUTO-TROL
CA-COMPOUT-001429	PRINTER	AUTO-TROL
CA-COMPOUT-000612	DN660 W/AEGIS OPER	AUTOTROL
CA-COMPOUT-001483	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001484	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001489	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001488	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001481	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001487	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001482	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001485	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-001486	SPECIAL 3251 SYSTE	CALMA
CA-COMPOUT-000722	DATA PATCH SYSTEM	DATA BRAIN
CA-COMPOUT-000723	INTERVIEW COMSTATE	DATA BRAIN
CA-COMPOUT-000764	INTERVIEW 4600	DATA BRAIN

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001247	MULTISWITCH TRUNK DYNATECH	
CA-COMPOUT-001248	MULTISWITCH TRUNK DYNATECH	
CA-COMPOUT-001210	MULTISWITCH TRUNKS DYNATECH	
CA-COMPOUT-001209	MULTISWITCH TRUNKS DYNATECH	
CA-COMPOUT-001069	DRAFTING PLOTTER HEWLETT PACKARD	
CA-COMPOUT-001068	DRAFTING PLOTTER HEWLETT PACKARD	
CA-COMPOUT-000368	LASER PRINTER INTERLEAF	
CA-COMPOUT-000452	LASER PRINTER INTERLEAF	
CA-COMPOUT-000398	LASER PRINTER INTERLEAF	
CA-COMPOUT-000363	LASER PRINTER INTERLEAF	
CA-COMPOUT-001038	LASER PRINTER INTERLEAF	
CA-COMPOUT-000367	LASER PRINTER INTERLEAF	
CA-COMPOUT-000365	LASER PRINTER INTERLEAF	
CA-COMPOUT-000362	LASER PRINTER INTERLEAF	
CA-COMPOUT-000453	LASER PRINTER INTERLEAF	
CA-COMPOUT-000364	LASER PRINTER INTERLEAF	
CA-COMPOUT-000366	LASER PRINTER INTERLEAF	
CA-COMPOUT-000369	LASER PRINTER INTERLEAF	
CA-COMPOUT-001476	140MB DISK DRIVE MAXTOR	
CA-COMPOUT-001477	140MB DISK DRIVE MAXTOR	
CA-COMPOUT-001473	140MB DISK DRIVE MAXTOR	
CA-COMPOUT-001474	140MB DISK DRIVE MAXTOR	
CA-COMPOUT-001475	140MB DISK DRIVE MAXTOR	
		15,536.65
CA-COMPOUT-000700	IBM COMPUTER ONLINE COMPUTER	
CA-COMPOUT-000699	IBM COMPUTER ONLINE COMPUTER	
		7,970.04
CA-COMPOUT-000438	300LPM PRINTER W/I S&S ELECT	
CA-COMPOUT-000331	300LPM PRINTER S&S ELECT	

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Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-000329	PORT CONCENTRATOR	TEMA INC
CA-COMPOUT-001451	PORT CONCENTRATOR	TEMA INC
CA-COMPOUT-000330	PORT CONCENTRATOR	TEMA INC
CA-COMPOUT-001452	PORT CONCENTRATOR	TEMA INC
CA-COMPOUT-001306	VERSATEC PLOTTER	VERSATEC
CA-COMPOUT-000737	SATELLITE EMULATOR	APPLIED MICRO
CA-COMPOUT-000600	PRINTER	COSTAL COMPUTER
CA-COMPOUT-001526	PROTOCOL ANALYZER	DIGILOG
CA-COMPOUT-001533	PRINTER	DIPRO
CA-COMPOUT-000599	16 CHANNEL STAT. M	MICOM
CA-COMPOUT-001478	CAMERA SYSTEM	OXBERRY
CA-COMPOUT-000524	COMPUTER CABLING	TOTAL COMM
CA-COMPOUT-000606	INSTATRUCK BASE TR	DATA MART
CA-COMPOUT-001024	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001026	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000601	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001027	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000604	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001029	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000603	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000602	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001023	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001025	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001030	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000605	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-001028	INSTATRUCK BASE UN	DATA MART
CA-COMPOUT-000272	MULTIPLER	DATA MART
CA-COMPOUT-000273	MULTIPLER	DATA MART
CA-COMPOUT-000607	STAT. MULTIPLER	DATA MART
CA-COMPOUT-000609	STAT. MULTIPLER	DATA MART
CA-COMPOUT-000610	STAT. MULTIPLER	DATA MART
CA-COMPOUT-000608	STAT. MULTIPLER	DATA MART

SCHEDULE A
EQUIPMENT SCHEDULE

Page 12 of 14

LIBER - 488 PAGE 340

Capitalized
Lessor's
Cost

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001424	SYNC MODEM DATA MART	
CA-COMPOUT-001526	SYNC MODEM DATA MART	
CA-COMPOUT-001423	SYNC MODEM DATA MART	
CA-COMPOUT-001531	SYNC MODEM DATA MART	
CA-COMPOUT-001530	SYNC MODEM DATA MART	
CA-COMPOUT-001529	SYNC MODEM DATA MART	
CA-COMPOUT-001527	SYNC MODEM DATA MART	
CA-COMPOUT-001422	SYNC MODEM DATA MART	
CA-COMPOUT-001425	SYNC MODEM DATA MART	
CA-COMPOUT-001015	SYNCH MODEM DATA MART	
CA-COMPOUT-001019	SYNCH MODEM DATA MART	
CA-COMPOUT-001031	SYNCH MODEM DATA MART	
CA-COMPOUT-001013	SYNCH MODEM DATA MART	
CA-COMPOUT-001017	SYNCH MODEM DATA MART	
CA-COMPOUT-001020	SYNCH MODEM DATA MART	
CA-COMPOUT-001034	SYNCH MODEM DATA MART	
CA-COMPOUT-001016	SYNCH MODEM DATA MART	
CA-COMPOUT-001035	SYNCH MODEM DATA MART	
CA-COMPOUT-001021	SYNCH MODEM DATA MART	
CA-COMPOUT-001018	SYNCH MODEM DATA MART	
CA-COMPOUT-001022	SYNCH MODEM DATA MART	
CA-COMPOUT-001033	SYNCH MODEM DATA MART	
CA-COMPOUT-001036	SYNCH MODEM DATA MART	
CA-COMPOUT-001014	SYNCH MODEM DATA MART	
CA-COMPOUT-001032	SYNCH MODEM DATA MART	
CA-COMPOUT-000233	SYNCHRONOUS MODEM DATAMART	
CA-COMPOUT-000232	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000275	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000276	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000277	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000253	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000278	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000274	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000254	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000255	SYNCHRONOUS MODEM DATAMART	
CA-COMPOUT-000279	SYNCHRONOUS MODEM DATA MART	
CA-COMPOUT-000256	SYNCHRONOUS MODEM DATAMART	

SCHEDULE A

Page 13 of 14

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 341

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001569	256 K	SYSTEM 18
CA-COMPOUT-001561	256 K	SYSTEM 18
CA-COMPOUT-001592	256K 10 MB	SYSTEM 18
CA-COMPOUT-001591	256K 10 MB	SYSTEM 18
CA-COMPOUT-001632	256K 10 MB	SYSTEM 18
CA-COMPOUT-001621	256K 10 MB	SYSTEM 18
CA-COMPOUT-001538	COMPUTER	SYSTEM 18
CA-COMPOUT-001594	6 PEN PLOTTER	COMPUTERLAND
CA-COMPOUT-001535	AT&T COMPUTER	COMPUTERLAND
CA-COMPOUT-001534	MACINTOSH 512K	COMPUTERLAND
CA-COMPOUT-001584	TRS 80 COMPUTER	RADIO SHACK
CA-COMPOUT-001602	BRKON FLOPPY TEST	XIDEX
CA-COMPOUT-001546	CIT-101E TERMINAL	DATA SPECTRUM
CA-COMPOUT-001548	CIT-101E TERMINAL	DATA SPECTRUM
CA-COMPOUT-001547	CIT-101E TERMINAL	DATA SPECTRUM
CA-COMPOUT-001614	COMMUNICATIONS OPT	SYSTEM 18
CA-COMPOUT-001600	CRT AMBER SCREEN	DATA SPECTRUM
CA-COMPOUT-001597	CRT GREEN SCREEN	DATA SPECTRUM
CA-COMPOUT-001598	CRT GREEN SCREEN	DATA SPECTRUM
CA-COMPOUT-001627	MATRIX	WANG
CA-COMPOUT-001613	MATRIX	WANG
CA-COMPOUT-001633	MATRIX	SYSTEM 18
CA-COMPOUT-001562	MATRIX PRINTER	SYSTEM 18
CA-COMPOUT-001570	MATRIX PRINTER	SYSTEM 18
CA-COMPOUT-001539	MATRIX PRINTER	SYSTEM 18
CA-COMPOUT-001630	MATRIX PTR	WANG
CA-COMPOUT-001551	PRINTER	COMPUTERLAND
CA-COMPOUT-001636	PRINTER	COMPUTERLAND
CA-COMPOUT-001612	DAISY PRINTER	WANG
CA-COMPOUT-001631	DAISY PRTR	WANG
CA-COMPOUT-001626	DAISY PTR	WANG
CA-COMPOUT-001549	DECRITER III	DATA SPECTRUM
CA-COMPOUT-001599	DECRITER III	DATA SPECTRUM
CA-COMPOUT-001579	DIRECT ACCESS STOR	IBM
CA-COMPOUT-001578	DIRECT ACCESS STOR	IBM

SCHEDULE A

EQUIPMENT SCHEDULE

LIBER - 488 PAGE 342

Asset ID#	Description	Capitalized Lessor's Cost
CA-COMPOUT-001567	DISPLAY STATION IBM	
CA-COMPOUT-001566	DISPLAY STATION IBM	
CA-COMPOUT-001601	DISPLAY STATION IBM	
CA-COMPOUT-001565	DISPLAY STATION IBM	
CA-COMPOUT-001564	DISPLAY STATION IBM	
CA-COMPOUT-001568	DISPLAY STATION IBM	
CA-COMPOUT-001576	COLOR DISPLAY STAT IBM	
CA-COMPOUT-001575	COLOR DISPLAY STAT IBM	
		15,867.60
CA-COMPOUT-001641	HP SERIES 68 SYSTE ASK COMPUTER	
CA-COMPOUT-001642	HP SERIES 68 SYSTE ASK COMPUTER	
CA-COMPOUT-001637	IBM COMPUTERLAND	
CA-COMPOUT-001635	IBM COMPUTERLAND	
CA-COMPOUT-001550	IBMXT COMPUTERLAND	
CA-COMPOUT-001537	LASERJET PRINTER COMPUTERLAND	
CA-COMPOUT-001595	LASERJET PRINTER COMPUTERLAND	
CA-COMPOUT-001593	LASERJET PRINTER 3 COMPUTERLAND	
CA-COMPOUT-001543	MEMORY MODULE ASK	
CA-COMPOUT-001639	MODEM REDONDANCY M NTCOM	
CA-COMPOUT-001577	STORAGE CONTROL IBM	
CA-COMPOUT-001552	V185 DRIVE ASM VERTEX	
CA-COMPOUT-001611	WANG WP WANG	
CA-COMPOUT-001625	WANG WP WANG	
CA-COMPOUT-001629	WANG WP W/8 W OR K WANG	

\$6,331,322.49

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented.

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
SON YACHT CHARTERS
c/o BERT JABIN'S YACHT YARD
7310 EDGEWATER Rd
ANNAPOLIS Md 21403

2. Secured Party(ies) Name(s) and Address(es):
HORIZON CREDITCORP
7 E. FREDERICK PLACE
CEDAR Knolls NJ 07927

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
All INVENTORY OF WHATEVER NATURE, AT ANY LOCATION, NOW OWNED OR HEREAFTER ACQUIRED, AND ANY ATTACHMENTS, ADDITIONS OR SUBSTITUTIONS TO THE AFOREMENTIONED Collateral and all proceeds of collateral including but not limited to chattel paper
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By SON YACHT CHARTERS
(JACK BUSH)
Signature(s) of Debtor(s)

By HORIZON CREDITCORP
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Numerical
(5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

12⁰⁰/₅₀

Mailed to Secured Party

FILED

1985 AUG 14 PM 12:59

[Handwritten signature]

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 256126 recorded in
Liber 484, Folio 20 on April 12, 1985 (Date).

1. DEBTOR(S):

Name(s) Robert G. Lisk M.D., P.A.
Address(es) 7231 B. Ritchie Highway Glen Burnie, Md. 21061

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

RECORD FEE 10.00
POSTAGE .50
#02774 0040 R01 TOP:32
AUG 9 85

Mailed to: _____

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Chane address to :
8 Crain Highway, Glen Burnie, Md. 21061
S. W.,

9. SIGNATURES.

Robert G. Lisk M.D., P.A.
[Signature]
Robert G. Lisk

SECURED PARTY
Maryland National Bank
By *[Signature]*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG -9 AM 9:46



E. AUBREY COLLISON
CLERK

10.00



257983

LIBER - 488 PAGE 345

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Intamin, Inc. 8360 Maryland Route 3
 Millersville, Maryland 21108

RECORD FEE 11.00
 POSTAGE .50
 #02775 0040 R01 T09:33
 AUG 9 85

6. Secured Party Address
 Maryland National Bank 5 Crain Highway, N.E.
 Attention: Michael A. McIntyre Glen Burnie, Maryland 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Intamin, Inc.

By: Peter R. Schnabel (Seal)
 Peter R. Schnabel, Exec. Vice President

Secured Party
 Maryland National Bank

Michael A. McIntyre (Seal)

Michael A. McIntyre, Commercial Banking
 Type name and title Officer

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG -9 AM 9:46

E. AUBREY COLLISON
CLERK

mlz

11.00 50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 255134 recorded in
Liber 481 Folio 251 on January 7, 1985 (Date).

1. DEBTOR(S):

Name(s) Hardin-Huber Inc.
Address(es) P.O. Box 163 85 Ritchie Highway Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank
Address 1743 West Street Annapolis, Md. 21108

RECORD FEE 10.00
POSTAGE .50
#02778-D040 R01 T09-35
AUG 9 85

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
1230 Cronson Blvd., Crofton, Md. 21114

9. SIGNATURES.

Hardin-Huber Inc.
Michael W. Huber
Michael W. Huber, President

SECURED PARTY

Maryland National Bank
By *Dolly S. Whitecotton*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 AUG -9 AM 9:46

E. AUBREY COLLISON
CLERK



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STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248211 recorded in
Liber 463, Folio 565 on July 20, 1983 (Date).

1. DEBTOR(S):
Name(s) Hardin-Huber Inc.
Address(es) P.O. Box 163 85 Ritchie Highway Pasadena, Md. 21122

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21122

Mailed to: _____
Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
1230 Cronson Blvd., Crofton, Md. 21114

RECORD FEE 10.00
POSTAGE .50
#02779-D-140 R01 T09:36
AUG 9 85

9. SIGNATURES.

Hardin-Huber Inc.
Michael W. Huber, President

SECURED PARTY

Maryland National Bank
By Dolly S. Whitecotton
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)

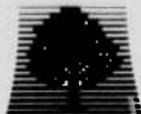
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 AUG -9 AM 9:46
E. AUBREY COLLISON
CLERK



10.00

AAC0



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

LIBER - 488 PAGE 348
FINANCING STATEMENT

257984

- 1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Statement Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$... The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

5. Debtor(s) Name(s) Address(es)
Hardin Huber, Inc. 1230 Cronson Blvd.
Crofton, Maryland 21114

RECORD FEE 11.00
POSTAGE .50
#02780 C040 R01 TOP:37
AUG 9 85

6. Secured Party Address
Maryland National Bank
Attention: Vikki Johnson 1713 West Street
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Hardin Huber, Inc.
Michael Huber, President (Seal)

Secured Party
Maryland National Bank
M. Faye Hughes (Seal)

(Seal)
(Seal)

M. Faye Hughes, Branch Officer
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG -9 AM 9:46

E. AUBREY COLLISON
CLERK

Handwritten signature

Handwritten marks

SCHEDULE A

488 348-A

THIS SCHEDULE A is attached to and made a part of a
Financing Statement

AT&T Telephone equipment as follows:

- 1 - 410 CU PXA
- 1 - 10 But Tel GZA
- 1 - FPI PWA
- 1 - Wiring LOA

Mailed to: Maryland Natl Bank



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

LIBER - 488 PAGE 349

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 MIKE'S, INC. 7463 Ridge Road
 Hanover, Maryland 21076

RECORD FEE 11.00
 POSTAGE .50
 #02781 C040 R01 T09:38
 AUG 9 85

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: Vicdie Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

_____(Seal) ~~Secured Party~~
~~Maryland National Bank~~

_____(Seal) _____(Seal)

_____(Seal) Mike's, Inc.
Michael J. Loher, Pres.
 Type name and title Michael J. Loher, Pres.
 Secured Party
 Maryland National Bank
V. Ann Canty
 V. Ann Canty, Assistant Vice President

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG -9 AM 9:46

E. AUBREY COLLISON
CLERK

Mailed to:

Maryland Natl Bank

ASSIGNMENT OF SECURED PARTY'S RIGHTS
UNDER FINANCIAL STATEMENT

LIBER - 488 PAGE 350

DATE: March 5, 1985

TO BE RECORDED:

257986

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

162151 recorded in Liber MSH269 Folio 374 on October 26, 1972,
in Finance Records and in Liber MSH 2533, Folio 94 on October 26,
1972, in Land Records of Anne Arundel Co. MD

1. DEBTOR Park Glen Housing, Inc.,

Name and Address 9301 Annapolis Road, Lanham, MD

2. SECURED PARTY: Government National Mortgage Association

Name and Address 100 Peachtree Street, N. W.,
Atlanta, GA 30303

3. MATURITY DATE OF OBLIGATION:

4. ASSIGNMENT: This is an Assignment and the Secured Party certifies that the
Secured Party has assigned to the Assignee, whose name and address are shown
below, the Secured Party's rights under the Financing Statement identified
above, namely:

Security Pacific National Bank, as Trustee
333 South Hope Street
Los Angeles, CA 90017
Attn: Mr. Gary Nelson, Vice President
Corporate Trust Department

5. COLLATERAL. The Collateral assigned under this Assignment of Secured Party's
Rights is all that collateral described by the aforesaid Financing Statement
as amended, which said description is incorporated by reference herein and
made a part hereof.

This Assignment is to be returned to the Assignee:

Security Pacific National Bank, as Trustee
333 South Hope Street
Los Angeles, CA 90017
Attn: Mr. Gary Nelson, Vice President
Corporate Trust Department

RECORD FEE 10.00
POSTAGE .50
48214 1985 102 713423
AUG 14 85

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: E. P. Carr

E. P. Carr

Mail to Chesapeake Land Title Co. Attorney-in-Fact, whose appointment is
published at 37 FR 16799, 24 CFR 300.11

1080
50

RECEIVED FOR RECORD
COURT HOUSE, S.A. COUNTY

1985 AUG 14 PM 1:29

TO BE RECORDED IN FINANCING RECORDS

mlg

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257992

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 8 August 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Physicians Equipment Locator Service
Address 2120 Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

E. AUBREY COLLISON CLERK

1985 AUG 15 AM 11:40

WEST VIRGINIA COUNTY

RECORD FEE 14.00
POSTAGE .50
#03515 0040 R01 T11:42
AUG 15 85

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Physicians Equipment Locator Service

BY: [Signature] (Signature of Debtor)

Type or Print Above Name on Above Line

[Signature] (Signature of Debtor)

Stephen J. Troese, Individually

Type or Print Above Signature on Above Line

[Signature] Edward R. Davidson, Individually

[Signature] Kay L. Davidson, Individually

Bay National Bank

(Signature of Secured Party)

David S. Proctor, Loan Officer

Type or Print Above Signature on Above Line

Mailed to Secured Party

1985

[Handwritten initials]



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

257993

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Automotive Accents 825 B N. Hammonds Ferry Road
 Linthicum, Maryland 21090

6. Secured Party Address
 Maryland National Bank 1713 West Street
 Attention: V. Johnson Annapolis, Maryland 21401

RECORD FEE 13.00
 POSTAGE .50
 #03595 0040 R01 T08=54
 AUG 16 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Automotive Accents

Thomas J. Barley (Seal)
 Thomas J. Barley, Partner

William P. Criss, Jr. (Seal)
 William P. Criss, Jr., Partner

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

Constance F. Kallay (Seal)
 Constance F. Kallay

Assistant Vice President

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

Mailed to Secured Party

1985 AUG 16 AM 8:55

E. ADRIAN COLLISON
CLERK

13.00



MARYLAND NATIONAL BANK

We want you to grow.SM

MEMBER FDIC

257990

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ ~~XXXXXXXXXX~~ XXXXXXXXXX The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to ~~XXXXXXXXXX~~ XXXXXXXXXX

5. Debtor(s) Name(s) Rand's Transport, Inc. Address(es) 11 N. Hammonds Ferry Road
P. O. Box 96
Linthicum, Maryland 21090

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: V. Johnson

RECORD FEE 11.00
POSTAGE .50
#03599 C040 R01 T08:57
AUG 16 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- N/A A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- N/A B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- N/A C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- N/A D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- N/A E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- N/A G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- N/A H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- N/A All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Rand's Transport, Inc.
Robert A. Webber, Pres. (Seal)

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank
Constance F. Kallay (Seal)
Constance F. Kallay
Assistant Vice President
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 AUG 16 AM 8:55
E. AUBREY COLLISON
CLERK

11.00
Mailed to Secured Party
mly

STATE OF MARYLAND

257996

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 23, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Trash Disposal, Inc.
Address 2027 Industrial Park, Annapolis, Maryland 21401

2. SECURED PARTY

Name Central GMC, Inc.
Address 3801 Ironwork Place, Landover, Maryland 20785

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee:
Credit Alliance Corporation
P.O. Box 1680
Glen Burnie, Md. 21061



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Trash Disposal, Inc.
James Cain
(Signature of Debtor)

James Cain, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Central GMC, Inc.

William E. Walz
(Signature of Secured Party)

William E. Walz, Ass. Sec.
Type or Print Above Signature on Above Line

FILED

1985 AUG 16 PM 12:28

21⁰⁰/50

Walz

CONDITIONAL SALE CONTRACT NOTE

NUMBER - 488 PAGE 355

TO: Central GMC, Inc. ("Seller") FROM: Annapolis Trash Disposal, Inc. ("Buyer")
3801 Ironwork Place, Landover, MD. 20785 (Address of Seller) 2027 Industrial Park, Annapolis, MD. 21401 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): See Schedule "A" attached hereto and made a part hereof for equipment description.	(1) TIME SALES PRICE	\$ 85,893.80
	(2) Less DOWN PAYMENT IN CASH	\$ 6,200.00
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 79,693.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2027 Industrial Park, Annapolis, Maryland
 Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy nine thousand six hundred ninety three and 80.100**** Dollars (\$ 79,693.80) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 21st day of August, 19 85, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,328.23 and the final installment being in the amount of \$ 1,328.23

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
 Date: July 23, 19 85
 Accepted Central GMC, Inc. (SEAL) Annapolis Trash Disposal, Inc. (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker:
Albert E. Horn (SEAL)
 (Print Name of Co-Buyer-Maker Here)
 By: _____
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any-claims against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL) } Signature of Seller
 _____ (Witness) By: _____ }
 (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 23, 1985

between Central GMC, Inc. as Seller/Lessor/Mortgagee and Annapolis Trash Disposal, Inc., 2027 Industrial Park, Annapolis, Maryland

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 79,693.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of July, 19 85

Central GMC, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By William R. [Signature]

attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 23, 19 85 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
1 (1)	GMC, with Loadmaster 20 cu. yd. rear load packer, Model LM120, S/N LM84L0175	1985	TJ8C042	1GDM8C149FV515506
Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:				
1 (1)	White, with 20 yd. Route King Garbage Packer with container hookup.	1973	6000T	BF004HA760720

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Central GMC, Inc.
William E. [Signature]

Annapolis Trash Disposal, Inc.
 By: *[Signature]*

Mailed to Assignee

File No. _____

MARYLAND FINANCING STATEMENT

(all information must be typewritten or printed in ink)

1. (Not to Be) ~~(To Be)~~ Recorded in the Land Records
(strike inapplicable words)

2. Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ _____

<p>3. Name and address of debtor(s)</p> <p>Hall Sign Company 706 N. Crain Highway Glen Burnie, MD. 21061</p>	<p>4. Name and address of secured party</p> <p>Leasing Corporation of America P.O. Box 152 Stevenson, MD. 21153-0152</p>
--	--

5. Name of assignee of secured party: Baltimore Federal Financial, F.S.A.
P.O. Box 116
Address: Baltimore, MD. 21203

6. This financing statement covers the following types (or items) of property:

1 - Gerber Signmaker IV-B W/4 - Fonts Modules

CHECK [] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered.:

Debtor(s) Hall Sign Company

Secured Party Leasing Corporation of America

By [Signature] Title Owner

By [Signature] President

(On above line, type or print name(s) of person(s) signing)

(On above line, type or print name of person signing)

Mailed to Assignee

1109

[Handwritten initials]

FILED

1985 AUG 16 PM 12:29

BJ 250 NY 98

LIBER - 488 PAGE 360

257998

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) BELL, TED 8523 NEW CUT ROAD SEVERN, MD 21144	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 NEW FORD 1910 TRACTOR, SER.#UP04095, 1 NEW FORD 770A2 LOADER & BUCKET, SER.#49618,
1 USED APRS 875 BACKHOE, SER.#1049.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional sales from Gateway Ford
Filed with:
clerk of the court

Ted Bell
TED BELL (SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT
(NAME OF SECURED PARTY)
W.R. Howsare
BY: W.R. Howsare

FILED Mailed to Secured Party
1985 AUG 16 PM 12:29
1100
mg

LIBER - 488 PAGE 361

257999

BJ2501HB56

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) ZACCARI, Stephen, Jr. ZACCARI, Janet A. 2821 Patuxent River Road Davidsonville, Md 21035	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 NEW FORD 1510 TRACTOR, SER.#UH02546, 1 NEW FORD 930A3 MOWER, SER.#YH1454.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
CONDITIONAL SALES FROM GATEWAY FORD TRACTOR

Filed with:
CLERK OF THE COURT

Stephen Zaccari, Jr.
(SIGNATURE OF DEBTOR)
STEPHEN ZACCARI, JR.

Janet A. Zaccari
(SIGNATURE OF DEBTOR)
JANET A. ZACCARI

FORD MOTOR CREDIT CO.
(NAME OF SECURED PARTY)

BY: *W R Newman*

ASSISTANT BRANCH MANAGER
PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

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1985 AUG 16 PM 12:29

12⁰⁰ 50
Mailed to Secured Party

ndf

BJ2501GX16

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Carobrese, Richard M. 1019 Wayson Way Davidsonville, Md. 21035	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
new Ford YT16 Yard Tractor, ser.# YC010634
new Ford 42" mower, ser.# YC0 3836

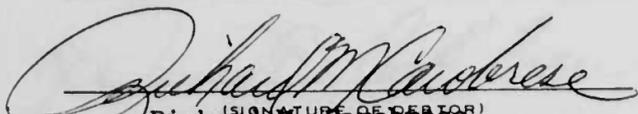
Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

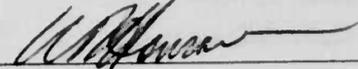
CONDITIONAL SALES FROM GATEWAY FORD TRACTOR

Filed with:

CLERK OF THE COURT


Richard M. Carobrese
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT CO.
(NAME OF SECURED PARTY)

BY: 

ASSISTANT BRANCH MANAGER

11⁰⁰.50

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1985 AUG 16 PM 12:30

mlg

BJ2501 JY93

LIBER - 488 PAGE 363

258001

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) GRASS ROOTS, INC. 501 CENTRAL AVE. DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 1976 FORD 535 TRACTOR, SER.#C536487.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

conditional sales from Gateway Ford

Filed with:

clerk of the court

David B. Cook Pres.
(SIGNATURE OF DEBTOR)
 GRASS ROOTS, INC.
 BY: DAVID B. COOK, PRES.
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
W.R. Howare
 BY: *W.R. Howare*

FILED
1985 AUG 16 PM 12:30

Mailed to Secured Party

mly

1200.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Leisure-Tech of Annapolis, Inc.
Address 914-C Bestgate Road, Annapolis, Md. 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Canon 150 Copier, Serial Number JS 410245
One (1) Canon Copier Cabinet

Mailed to Secured Party

Conditional Sales Contract

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Leisure-Tech of Annapolis, Inc.
X [Signature]
(Signature of Debtor)

David Shineman - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

mdf 8/15/58

1985 AUG 16 PM 12:30

FILED

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	ROBERT AND ELIZABETH MARSHALL	DATE OF THIS FINANCING STATEMENT	
		06-13-83	
	2400 2901 A SECOND ARMY DR	ACCOUNT NO.	TAB
	FT MEADE, MD 20755	496002939	39

8696

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES Loan 463 pg 301 248005
(SECURED PARTY)

BY Howell (Cust. Serv. Rep) Dated: 7-22, 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

FILED



1985 AUG 16 PM 12:31

10⁰⁰.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)		Secured Party: NAME: <u>AVCO FINANCIAL SERVICES</u> ADDRESS: <u>PO BOX 997</u> CITY & STATE: <u>GLEN BURNIE MARYLAND</u>		FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
DEBTOR(S) (AND ADDRESSES) <u>RODGER L SEVERANCE</u>			DATE OF THIS FINANCING STATEMENT <u>06-17-83</u>		
<u>TERRY SEVERANCE</u>			ACCOUNT NO.	TAB	
<u>1601 A ANNAPOLIS ROAD FT MEADE 20755</u>			<u>795906480</u>	<u>80</u>	
Filed with: <u>CLERK OF COURT AA COUNTY ANNAPOLIS MARYLAND</u>			<u>8716</u>		

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
 If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
 (c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES Liber 463 pg 360
(SECURED PARTY)
 BY CSA Dated: 7-26, 19 85
TITLE

ACKNOWLEDGMENT COPY
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)



FILED
 1985 AUG 16 PM 12:31

Mailed to Secured Party

10:50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
 NAME: Avco Financial Services
 ADDRESS: PO Box 997
 CITY & STATE: Glen Burnie Maryland
21061

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)
Richard Mitchell & Leilia Mitchell
547 H Tranquill Crt
Odenton Maryland
21113

DATE OF THIS FINANCING STATEMENT
2-8-83

ACCOUNT NO.	TAB
697309680	80

Filed with: Clerk of Crt AA County File 8478

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

- Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES

Lib 459, page 55 ID# 246173

(SECURED PARTY)

BY C. Howell
 TITLE

Dated: 7-8, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

FILED BL
CLERK Mailed to Secured Party

1985 AUG 16 PM 12:31

10⁰⁰/50

STATE OF MARYLAND

258003

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address Md. Rt. 3, Box 244, Millersville, Maryland 21108

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

(Signature of Debtor)

John W. Ritter, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper, V.P.

Type or Print Above Signature on Above Line

1700
.50

mlg

1985 AUG 16 PM 12:33
FILED

LIBER - 488 PAGE 369
- SECURITY AGREEMENT -
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 24th day of July 1985 by and between
**John W. Ritter Trucking, Inc., having its principal place of business at
 Md. Rt. 3, Box 244, Millersville, Maryland 21108**

"Mortgagor", and **Credit Alliance Corporation** "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor, or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

John W. Ritter Trucking, Inc. (Seal)

By: [Signature] Edmond Ritter (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

being duly sworn, deposes and says:

- 1. He is the V. President of John W. Ritter Trucking, Inc.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____
NOTARY PUBLIC

[Signature]

STATE OF _____, COUNTY OF _____, SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of John W. Ritter Trucking, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
[Notarial Seal] NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 24 1985 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	1985 Ford Model LN9000 Conventional Cab w/300 Cummins, 10 speed transmission	1985	LN9000	1FDYW90W6FVA03776
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

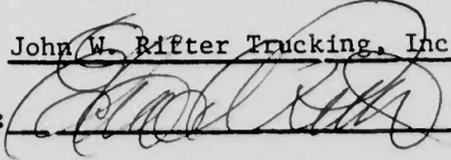
Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

John W. Rifter Trucking, Inc.

By: 

Mailed to Secured Party

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #250411 Book 469 Folio 234 Dated 1-11-84

Record Reference Clerk of Circuit Court Anne Arundel County

2. DEBTOR is:

Name: Smelkinson Brothers Corporation (Last Name First)

Address: 7855 Rappahannock Avenue, Jessup, MD 20794

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: P.O. Box 1077, Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:



RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

Mail to _____ SECURED PARTY:
Union Trust Company of Maryland

Date: July 30, 19 85 By: Susan E. Argento CFO (Title)

UCC-7



10⁰⁰.50

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LIBER - 488 PAGE 373
STATE OF MARYLAND

258004

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Trash Disposal, Inc.
Address 2027 Industrial Park, Annapolis, MD 21401

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 4100 41st Street, Brentwood, MD 20722
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

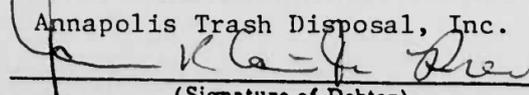
"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

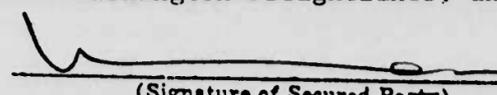


CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Annapolis Trash Disposal, Inc.

 (Signature of Debtor)
James M. Cain, President
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

 (Signature of Secured Party)
William Fenwick, President
 Type or Print Above Signature on Above Line

17.00
50

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 26, 1985,

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee

and Annapolis Trash Disposal, Inc., 2027 Industrial Park, Annapolis, Maryland
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 92,679.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26th day of July, 19 85

Washington Freightliner, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By _____

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Annapolis Trash Disposal, Inc.
4100 41st Street, Brentwood, MD 20722 2027 Industrial Park, Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like (1) TIME SALES PRICE, (2) Less DOWN PAYMENT IN CASH, (3) Less DOWN PAYMENT IN GOODS, (4) CONTRACT PRICE (Time Balance). Total contract price is \$92,679.00.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety two thousand six hundred seventy nine and 00/100***** Dollars (\$ 92,679.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 12th day of September, 19 85, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,544.65 and the final installment being in the amount of \$ 1,544.65 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-%

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 26, 19 85
Accepted Washington Freightliner, Inc. (SEAL) Annapolis Trash Disposal, Inc. (SEAL)
By: [Signatures]
(Witness as to Buyer's and Co-Maker's Signature)

1

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) _____ (L.S.)

(Guarantor-Endorser) (L.S.) _____ (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)

(Witness) _____ By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

LIBER - 488 PAGE 377

STATE OF MARYLAND

258005

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

Inventory/Machinery

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedules are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Pres.
(Signature of Debtor)

RHODA L. BALDWIN
Type or Print Above Name on Above Line President

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Philip D. Cooper
(Signature of Secured Party)

Philip D. Cooper, V.P.

Type or Print Above Signature on Above Line

1985 AUG 16 PM 12:34

FILED

1700
50

mkf

-SECURITY AGREEMENT-
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 23rd day of July 1985 by and betweenBaldwin Service Center, Inc., having its principal place of business at
Defense Highway, 450 & 178, Annapolis, Maryland 21401"Mortgagor" and Credit Alliance Corporation "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, ell end singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising end whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property end every part thereof is free end clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies end to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor end duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, end without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, end to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, end to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect end without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale end Mortgagor weives any end all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property end/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale end such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly weives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, ell right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid end without prior notice or demand to Mortgagor, appropriate end apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands end belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid end/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are end/or may be related to the New York City

banks, prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Baldwin Service Center, Inc. (Seal)
Mortgagor

By: Rhoda L. Baldwin, Pres. (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} ss

Rhoda L. Baldwin

being duly sworn, deposes and says:

- 1. He is the President of Baldwin Service Center, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Rhoda L. Baldwin, Pres.

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained</p>	<p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the <u>President</u> of <u>Baldwin Service Center, Inc.</u> who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer</p>
--	--	--

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notary Seal) _____ NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 23 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
Three (3)	Case Wheel Loaders with extendahoe	1977	580C	8963734
		1978	580C	8975572
		1980	580C	9003261
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: Phyllis L. Baldwin, Pres

Mailed to Assignee

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.
Address 1007 Shire Court, Crofton, Maryland 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Highway, 450 & 178, Annapolis, Maryland 21401
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.

J Paul Leonard
(Signature of Debtor)

J. Paul Leonard, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Pres
(Signature of Secured Party)

RHODA L. BALDWIN, President
Type or Print Above Signature on Above Line

1700
.50
mby

FILED

1985 AUG 16 PM 12:35

ASSIGNMENT

LIBER - 488 PAGE 382

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated July 26, 1985 between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee, and J. Paul Leonard, Inc., 1007 Shire Court, Crofton, Maryland 21114

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 47,592.48 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26th day of July, 19 85

Baldwin Service Center, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: Shirley L. Baldwin, Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

LIBER - 488 PAGE 383

TO: Baldwin Service Center, Inc.
Defense Highway 450 & 178
Annapolis, Maryland 21401

FROM: J. Paul Leonard, Inc.
1007 Shire Court
Crofton, Maryland 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) International Harvester Diesel Crawler Tractor Model TD7E with ROPS 6 way hydraulic blade, 17" track shoe S/N 9962

(1) TIME SALES PRICE \$ 57,092.48
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 9,500.00
(4) CONTRACT PRICE (Time Balance) \$ 47,592.48

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1007 Shire Court Crofton, Maryland 21114

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty seven thousand five hundred ninety two and 48/100***** Dollars (\$ 47,592.48)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 10th day of September, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 991.51 and the final installment being in the amount of \$ 991.51

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 31st 19 85

BUYER(S)-MAKERS(S):

Accepted Baldwin Service Center, Inc. (SEAL)

J. Paul Leonard, Inc. (SEAL)

By: Rhoda L. Baldwin, Pres

By: J. Paul Leonard, Inc.

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

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ORIGINAL FOR CREDIT ALLIANCE CORPORATION

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of claim hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

LIBER - 488 PAGE 385

258007

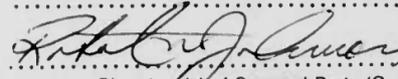
4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) John E. Harms, Jr. & Assoc. 85 Ritchie Highway Pasadena, Maryland 21122	2. Secured Party(ies) and address(es) The Minicomputer Co. of Md., Inc. 21 Governor's Court Rutherford Bus. Ctr. Balto., Md. 21207	3. For Filing Officer (Date, Time, Number, and Filing Office)



7. This financing statement covers the following types (or items) of property:

One (1) 4642-2250 2nd 68MB Disk Drive
One (1) 5154-2250 16-Line AMLC

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	JOHN E. HARMS, JR. & ASSOCIATES  Signature(s) of Debtor (Or Assignor)	THE MINICOMPUTER CO. OF MD., INC.  Signature(s) of Secured Party (Or Assignee)
--	--	---

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

11⁰⁰/₅₀

Mailed to Secured Party

FILED

1985 AUG 16 PM 12:35

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party: **AVCO FINANCIAL SERVICES**
 NAME: _____
 ADDRESS: **7164 E FURNACE BR RD**
 CITY & STATE: **GLEN BURNIE, MD 21061**

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
FREDERICK H & RUTH KINDER		4-12-82	
261 MARGATE DR		ACCOUNT NO.	TAB
GLEN BURNIE, MD 21061		26207696	96 7750

Filed with: **CLERK OF CIRCUIT CRT ANNE ARUNDEL CO ANNAPOLIS, MD**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Lib 449- Page 225
 (SECURED PARTY)
 BY Joyce Raley Dated: 4-23-85 #242364 19
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)



Mailed to Secured Party

10.00/50

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(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E FURNACE BR RD
GLEN BURNIE, MD 21051
CITY & STATE: _____

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
<u>WILLIAM S AND LENA ARMENTROUT SR</u>	<u>12-8-83</u>	
<u>201 3RD AVE SE GLEN BURNIE, MD 21051</u>	ACCOUNT NO.	TAB
	<u>543303824</u>	<u>24</u>

9115

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Book 470 Pg 115 Id #250722

BY Mary Bonfant Admin Asst
TITLE

Dated: 7/25, 1985

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)



Mailed to Secured Party

10⁰⁰/50

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(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	FRANK P & VIRGINIA LEISNER		DATE OF THIS FINANCING STATEMENT
	207 4TH AVE		XX 543-82
	GLEN BURNIE, MD 21061	ACCOUNT NO.	TAB
		26303862	62 7810

Filed with: CLERICAL COURT ANNE ARUNDEL COUNTY ANNAPOLIS MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY J. Kaley TITLE _____

Lib 449- PG 304
242429 7-8-85, 19____

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 11-80)



Mailed to Secured Party

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FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C., and Thomas, Dorothy A., Individually and as Co-Partners T/A Thomas Services
Address 1355 Baltimore Annapolis Blvd., Arnold, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 100 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melvin C. Thomas and Dorothy A. Thomas, Individually and as Co-Partners T/A Thomas Services

Melvin C. Thomas
(Signature of Debtor)

Melvin C. Thomas
Type or Print Above Name on Above Line

Dorothy A. Thomas
(Signature of Debtor)

Dorothy A. Thomas
Type or Print Above Signature on Above Line

Philip D. Cooper
Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper, V.P.
Type or Print Above Signature on Above Line

FILED

1985 AUG 16 PM 12:35

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CREDIT ALLIANCE CORPORATION770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021LIBER - 488 PAGE 390
- SECURITY AGREEMENT -
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 26th day of July, 1985 by and between**Melvin C. Thomas and Dorothy A. Thomas, Individually and as Co-Partners T/A Thomas Services, having their principal place of business at 1355 Baltimore Annapolis Blvd. Arnold, Maryland 21401**"Mortgagor", and **Credit Alliance Corporation**

"Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wills to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

Melvin C. Thomas and Dorothy A. Thomas
Individually and as Co-Partners T/A (Seal)
Mortgagor Thomas Services

ATTEST:

Secretary

By: Melvin C. Thomas
By: Dorothy A. Thomas

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

Melvin C. Thomas and Dorothy A. Thomas being duly sworn, deposes and says:

~~XXXXXX~~ They are Co-Partners of Thomas Services
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC

Melvin C. Thomas
Dorothy A. Thomas

STATE OF _____, COUNTY OF _____, SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 26 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	1985 Mack Model RD686SX Cab & Chassis with 14' Snyder Model 8825 Steel Body, S/N SB2817 The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1985 RD686SX	IM2P140C2FA013540

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Melvin C. Thomas and Dorothy A. Thomas,
 Individually and as Co-Partners T/A
 Thomas Services

By: Melvin C. Thomas

By: Dorothy A. Thomas

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

258009

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 17, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dance Brothers, Inc.

Address 732 Wedeman Avenue, Linthicum, MD 21090

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive, Baltimore, MD 21221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Panasonic 1310R Copier

Serial #6104330

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

John L. Johnson, Comptroller
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

John L. Johnson, Comptroller
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Gerald T. Day, President
Type or Print Above Signature on Above Line

mbf 11:00:50

1985 AUG 16 PM 12:36
FILED

FINANCING STATEMENT

File No. []

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>HARTMAN, MCLEAN & SCHMIDT, INC. 10751 Falls Road Lutherville, Maryland 21093</p> <p>10415 47th Avenue Beltsville, Maryland 20705</p> <p>2661 Riva Road Suite 220 Annapolis, Maryland 21401</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>THE DEL MAR COMPANY 100 Light Street Baltimore, Maryland 21202</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	--

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

Two (2) IBM System 36s, including such peripheral hardware as may be described in Appendices A and B attached to this financing statement.

[CONT.]

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction ~~(is)~~ (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: -0-
- 7. RETURN TO: The Del Mar Company
100 Light Street
Baltimore, Maryland 21202

DEBTOR:

HARTMAN, MCLEAN & SCHMIDT, INC.

(Type Name)

By: LEE G. KEEL, Treasurer

[Signature]
(Type Name and Title of Person Signing)

8/6/85, 1985
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

FILED

1985 AUG 16 PM 12:37

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mef

APPENDIX A

LIBER - 488 PAGE 395

HARDWARE/SOFTWARE CONFIGURATION

July 18, 1985

Hartman, McLean & Schmidt, Inc.
300 Water Street
Baltimore, MD 21202

<u>MACH TYPE</u>	<u>MODEL /FEAT</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>MCCRACKEN PURCHASE PRICE</u>	<u>MONTHLY MAINT.</u>
5360	B24	1	System/36 256K,400MB,Magazine 256 Thousand Bytes Core 400 Million Bytes Disk Diskette Magazine Drive	55,100.00	209.00
5360	B23	1	System/36 256K,200MB,Magazine 256 Thousand Bytes Core 200 Million Bytes Disk Diskette Magazine Drive	40,600.00	165.00
5360	1006	6	Additional Storage 256K Core	7,500.00	54.00
5360	4900	2	Work Station expansion need to attach 7 or more work stations	4,000.00	7.00
5360	4550	2	Eight Line Comm Adapter	4,000.00	14.00
5360	4552	2	EIA/Autocall Adapter	3,000.00	16.00
5360	4560	2	Processor Unit Expansion	7,000.00	
3180	210	10	Display Station	21,950.00	
5225	001	1	Printer 280/195 LPM	9,660.00	109.00
5225	2680	1	Cable thru for 5225 printer	119.00	1.50
4214	002	4	Impct Serial Matrix Printer	16,800.00	184.00
5727	SS1	2	System/36 System Support Program. Price shown is one time cost. Updates included.	8,000.00	
5727	RG1	1	RPG II compiler Price shown is one time cost. Updates to software included.	800.00	

LIBER - 488 PAGE 396

5727	UT1	2	Utilities DFU,SEU,SDA,SORT,WS Price shown is one time cost. Updates to software included.	1,200.00	
5727	WP1	2	Displaywrite/36	4,000.00	
5294	001	2	Remote Control Unit	5,300.00	41.00
5294	3701	2	EIA Interface	600.00	12.00
			SUBTOTAL	<u>\$189,629.00</u>	<u>\$812.50</u>
			Less One Time Discount	- 30,340.64	
			TOTAL	<u>\$159,288.36</u>	

Other costs include applicable sales tax, shipping and necessary cable.

APPENDIX B

19 IBM PC's w/256K, Amdex 310A Monitors, Keyboard

Novell Cards - 5251 Cards

4 IBM PC's (same configuration)
w/out 5251 Cards

IBM PC w/256K - Keyboard
2 Floppy Drives
w/Amdex Amber Monitors

Novell Card

5251 Card

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es): Precision Automotive Ltd. 111 Mountain Road Pasadena, Maryland 21122
2. Secured Party(ies) Name(s) and Address(es): Kay Automotive Warehouse, Inc. 1771 Tomlinson Road Philadelphia, Pa. 19116

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

6. Assignee(s) of Secured Party and Address(es)

SCHEDULE OF COLLATERAL ATTACHED

HERETO AND MADE A PART HEREOF

Products of the Collateral are also covered.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on. *
 The described goods are or are to be affixed to. *
 The lumber to be cut or minerals or the like (including oil and gas) is on. *
*(Describe Real Estate Below)

This transaction is not subject to recordation tax.

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
- when the collateral was brought into the state, or when the debtor's location was changed to this state.

Precision Automotive Ltd

James Taylor, President

Gerald P. Keough, V. Pres.

Douglas Deitrick, Treas.

Kay Automotive Warehouse, Inc.

Thomas J. Hill, Asst. Secretary

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

FILED

1985 AUG 16 PM 12:37

mlf 11.00
.50

a) All inventory now or hereafter owned by Debtor, including without limitation the following described inventory, and all additions and accessions thereto, and all proceeds of the sale or other disposition thereof:

ALTERNATORS	SPARK PLUGS	TEST EQUIPMENT
GENERATORS	CLUTCHES	BRAKE DRUMS
STARTERS	TIMING CHAINS & GEARS	HUBS AND DRUMS
SOLENOIDS	U-JOINTS	BATTERIES
WATER PUMPS	CARBURETORS	HI PERFORMANCE PARTS
MUFFLERS	SHOCK ABSORBERS	CHASSIS PARTS
FUEL PUMPS	TUNE-UP EQUIPMENT	ENGINE PARTS
IGNITION PARTS	FOREIGN CAR PARTS	BRAKE PARTS
	CONSUMER PARTS	

(b) All equipment, furniture and fixtures now owned or hereafter acquired by Debtor, and all accessories, tools and parts thereof.

(c) All accounts receivable, contract rights and general intangibles now owned or hereafter acquired by Debtor.

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 15, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S and S Hardware

Address 1115 Annapolis Road, Odenton, MD 21113

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive, Baltimore, MD 21221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Panasonic 1300 copier

Serial # 6003285

1985 AUG 16 PM 12:37
FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Mailed to Secured Party

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Fred Shelton, PRES.
(Signature of Debtor)

Mr. Fred Shelton, Pres.
Type or Print Above Name on Above Line
(Signature of Debtor)

Mr. Fred Shelton, Pres.
Type or Print Above Signature on Above Line

Gerald T. Day
(Signature of Secured Party)

Gerald T. Day, Pres.
Type or Print Above Signature on Above Line

mlcf 11.00
50

258011

LIBER - 488 PAGE 402

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

Francis W. Hinebaugh
Name or Names—Print or Type

1215 Gwynne Avenue, Churchton, Anne Arundel
Address—Street No., City - County State Zip Code
Maryland 20723

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
Name or Names—Print or Type

400 19th Street Moline, Ill. 61265
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) U-JD 410B Loader Backhoe, S/N. TO410BB709039 Additional Due: on Contracts 214-46-3164AB, JD 410B Ldr. Backhoe, S/N TO410BB702038, Contract 214-46-3164AD, JD 410B Ldr. Backhoe, TO410BB702862; Contract 214-46-3164AA, JD 450 Dozer, S/N 246969 Additional Security - Last 3 Machines Listed above - Valued At \$66,327.60

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

Mailed to Secured Party

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

FILED
1985 AUG 16 PM 12:37

DEBTOR(S):

Francis W. Hinebaugh
(Signature of Debtor)

Francis W. Hinebaugh
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

John Deere Industrial Equipment Co
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

msf 11.00
50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

85058-2

10.00
00.50

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 248110 in Office of Warrmore AA Co. Md.
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

William H. Colredo & Malian H. Colredo
999 GREENA DRIVE
ADENTON MD. 21113

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.



Secured Party

By 1971 
Its Branch Office Manager

Howard L. Starnes

Allen Sumner Village Shopping Ctr.
7562 Ritchie Hwy.
P.O. Box 186

Mail to Allen Sumner, Md. 21061

Mailed to Secured Party

FILED

1985 AUG 16 PM 12:38

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

July 20 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 229088L in Office of (Filing Officer) (County and State)

LIBER 419 PAGE 404
Debtor or Debtors (name and Address):

Bernard H. Boyles
401 Secluded Past Circle
Menburie Mo 63001



The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By *[Signature]*
Its Branch Office Manager

Stenochel Service
Blum Service Village Shopping Ctr.
7562 Ritchie Hwy.
P.O. Box 186
Blum Service, Md. 21061

Mail to

1190A-3

~~Mailed to Secured Party~~

FILED

1985 AUG 16 PM 12:38

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466 Page No. 472
Identification No. 249401 Dated October 19, 1983

1. Debtor(s) Lura O. Higginbotham
Name or Names—Print or Type
220 Wicklow Avenue, Glen Burnie, MD 21206 (A.A.CO.)
Address—Street No., City - County State Zip Code
(772 Snodgrass Road, Crownsville, MD 21032)

MAIL TO:
2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: APR. 11 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mail to Fidelity Title Co., Inc.



FILED

1985 AUG 19 AM 8:45

12.00
12.50

98654

AMENDMENT TO FINANCING STATEMENT

This Amendment to Financing Statement is presented to the Filing Officer pursuant to the Maryland Uniform Commercial Code.

Name and Address of Debtors: Mr. Paul R. Golkin
Ms. Penelope J. Golkin
36 Shadow Point Court
Edgewater, Maryland 21037

Name and Address of Secured Party: Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201
Attention: James R. Berens,
Vice President

1. This Amendment to Financing Statement refers to original Financing Statement filed among the Financing Statement Records of Anne Arundel County, on July 22, 1985 in Liber 487, folio 137.

2. The original Financing Statement is hereby amended so as to add to paragraph 3 of the original Financing Statement the following:

"C. Partnership Interest in Terminal One Limited Partnership. All of the right, title and partnership interest of either or both of the Debtors in and to Terminal One Limited Partnership, a Virginia limited partnership, including, without limiting the generality of the foregoing, all rights of either or both of the Debtors to now or hereafter receive from Terminal One Limited Partnership (i) any income or profits, (ii) any distribution of operating income or partnership property, (iii) any income from the contributions of either or both of the Debtors, (iv) any monies or other proceeds of sale or other disposition of all or any of the assets or property of Terminal One Limited Partnership, and (v) all other proceeds, monies or property due or to become due to which either or both of the Debtors are or may hereafter be entitled from Terminal One Limited Partnership."

DEBTORS:

Paul R. Golkin (Seal)
Paul R. Golkin

Penelope J. Golkin (Seal)
Penelope J. Golkin

Mr. Clerk: Please return this Amendment to Financing Statement to:

Joseph W. Janssens, Jr.
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mailed to: 77

57JJ (k)

RECORD FEE 10.00
POSTAGE 50
TOTAL DUES \$10.50
AUG 16 85

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY

CLERK
18

1985 AUG 16 AM 10:56

E. AUBREY COLLISON
CLERK

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER - 488 PAGE 407

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258022

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRW Equipment Rental, Inc.

Address 24 South River Road, Edgewater, MD 21037

2. SECURED PARTY

Name Ingersoll-Rand Company

Address 5681 Main Street, Elkridge, MD 21227

ASSIGNEE TO SECURED PARTY:

Ingersoll-Rand Financial Corp., 651 Park Avenue, King of Prussia, PA 19406
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Air Compressor Model P185WJD s/n #149243 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

RECORD FEE 11.00
POSTAGE .50
#03666 C040 R01 T10:31
AUG 16 85

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- [] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- [X] (Proceeds of collateral are also covered)
- [] (Products of collateral are also covered)

Mailed to Secured Party

William Robert Howe
(Signature of Debtor)

CRW Equipment Rental, Inc.
Type or Print Above Name on Above Line

WILLIAM R. Howe, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

John W. Banes
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

John W. Banes, MGR

msf

RECORDS SECTION RECORDS
ANNE ARUNDEL COUNTY
1985 AUG 16 AM 11:08
E. AUBREY COLLISON
CLERK

1100

LIBER - 488 PAGE 408

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing April 26, 1985

Record Reference Book 484 Page 469

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Dubin, Richard N.	1000 Elizabeth Landing Way	Pasadena, Maryland 21122		
-------------------	----------------------------	--------------------------	--	--

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

First American Bank, N.A.	740	15th Street, N.W.	Washington, D.C.	20005
---------------------------	-----	-------------------	------------------	-------

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00

POSTAGE .50

#03707 C237 R01 T13:01
AUG 16 85

Debtor(s) or assignor(s)

(Type or print name under signature)

FIRST AMERICAN BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

Robert L. Offutt

Signature of Secured Party or Assignee

Robert L. Offutt

Assistant Cashier

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1985 AUG 16 PM 12:59

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

10.00
25

To Be Recorded in Land Records Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
 PLEASURE MARINA MANAGEMENT c/o Gerald Herson
 15525 Frederick Road
 Rockville, Maryland 20855

2. Secured Party:
 THE FIRST AMERICAN BANK 210-212 East Lombard Street
 OF MARYLAND Baltimore, Maryland 21202
 Attention: Richard Nee,
 Senior Vice President

3. This Financing Statement covers: RECORD FEE 15.00
POSTAGE .50

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or useable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all boat floats, dinghy racks and other boat racks, boat hoists, boat slips, work barges, mowers, mower sulkys, heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems,

#03124 0040 R01 T13:59
AUG 16 85

LAW OFFICES OF
 MELNICOVE, KAUFMAN,
 WEINER & SMOUSE, P.A.
 36 S. CHARLES STREET
 BALTIMORE, MD
 21201-3080

2322g:072385:80

- 1 -

RECEIVED IN RECORD
 DEPT. OF COUNTY CLERK
 1985 AUG 16 PM 1:59
 E. AUFREY COLLISON
 CLERK

mlaf

1508 2

air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings, the Marina or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses (including liquor licenses), construction contracts, service contracts, utility contracts, options, leases, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

The aforesaid items are included as security in a deed of trust given by PLEASURE MARINA MANAGEMENT, a Maryland general partnership, to Richard J. Nee and Steven H. Jaeger, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First American Bank of Maryland.

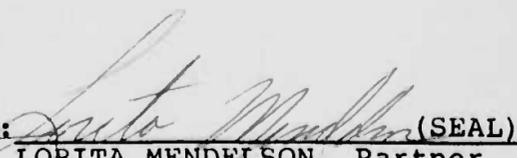
LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER & SMOUSE, P.A.
36 S. CHARLES STREET
BALTIMORE, MD
21201-3060

2322g:072385:80

5. Proceeds of collateral are also covered.

Debtor:

PLEASURE MARINA MANAGEMENT,
A Maryland general partnership

By:  (SEAL) By:  (SEAL)
GERALD HERSON, Partner LORITA MENDELSON, Partner

To the Filing Officer: After this statement has been recorded please mail the same to: Andrew G. Shank, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

2322g

LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER & SMOUSE, P.A.
36 S. CHARLES STREET
BALTIMORE, MD
21201-3060

Return To
Real Title Company, Inc.(D.C.)
1800 Mst. N.W., Suite 16
Washington, D.C. 20036

Mailed to: _____

2322g:072385:80

Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
 Lorita Mendleson c/o Gerald Herson
 15525 Frederick Road
 Rockville, Maryland 20855

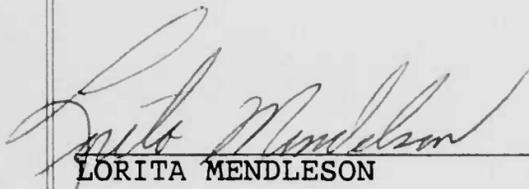
2. Secured Party: Address:
 First American Bank 210-212 E. Lombard Street
 of Maryland Baltimore, Maryland 21202
 ATTN: Richard J. Nee,
 Senior Vice President

3. This Financing Statement covers:
 (a) Partnership Interests - All the Debtor's
 right, title and interest in and to Pleasure Marina Management,
 a Maryland general partnership.

4. Proceeds of collateral are also covered.

RECORD FEE 11.00
 POSTAGE .50
 #03725 0040 R01 T13:59
 AUG 16 85

Debtor:

 (SEAL)
 LORITA MENDLESON

To the Filing Officer: After this statement has been
 recorded, please mail the same to: Andrew G. Shank, Esquire,
 Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles
 Street, Suite 600, Baltimore, Maryland 21202-3060.

LAW OFFICES OF
 MELNICOVE, KAUFMAN,
 WEINER & SMOUSE, P.A.
 36 S. CHARLES STREET
 BALTIMORE, MD
 21201-3060

2409g

Return To
 Real Title Company, Inc.(D.C.)
 1800 Mst. N.W., Suite 600
 Washington, D.C. 20036
 Mailed to:

RECEIVED FOR RECORD 1 -
 2409g: 07/23/85: 80
 CLERK

1985 AUG 16 PM 1:59

E. AUBREY COLLISON
CLERK

mlc

11/2

Anne Arundel County Financing Records

502052

LCA

6 of 9

LIBER - 488 PAGE 413

258025

Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
Gerald Herson c/o Gerald Herson
15525 Frederick Road
Rockville, Maryland 20855
2. Secured Party: Address:
First American Bank 210-212 E. Lombard Street
of Maryland Baltimore, Maryland 21202
ATTN: Richard J. Nee,
Senior Vice President
3. This Financing Statement covers:
(a) Partnership Interests - All the Debtor's
right, title and interest in and to Pleasure Marina Management,
a Maryland general partnership.
4. Proceeds of collateral are also covered.

RECORD FEE 11.00
POSTAGE .50
#03726 0040 R01 T14:00
AUG 16 85

Debtor:

 (SEAL)
GERALD HERSON

To the Filing Officer: After this statement has been recorded, please mail the same to: Andrew G. Shank, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21202-3060.

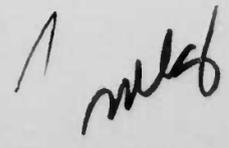
LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER & SMOUSE, P.A.
36 S. CHARLES STREET
BALTIMORE, MD
21201-3060

2410g

Return To
Real Title Company, Inc. (D.C.)
1800 Mst. N.W., Suite 160
Washington, D.C. 20036

2410g:07/23/85:80

RECEIVED - 1 - Mailed to:
CIRCUIT COURT, BALTIMORE COUNTY
1985 AUG 16 PM 1:59
E. AUBREY COLLISON
CLERK



11.00 5

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
CATTERTON AND CATTERTON <i>(Name)</i>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION	←
Box 183 <i>(Name)</i>	P.O. Box 489 <i>(Address)</i>	
Owings, Md. 20736 <i>(Address)</i>	Prince Frederick, Md.	

1. This Financing Statement covers the following types of collateral:
- (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
 - (b) Tobacco and Corn

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Oley Trott(AWR 41/250)	48.02	Anne Arundel	Old Rt. 2
Edwar Grierson(79/233)	63.86	Anne Arundel	Lower Pindall Rd., Lothian
Mike Gordon(2648/875)	185.74	Anne Arundel	Prout Rd., Lothian
Robert Catterton(1266/302)	29.25	Anne Arundel	Franklin Gibson Rd., Deale
Marven Trott(2397/377)	44.83	Anne Arundel	Lower Pindall Rd., Lothian

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

(SEE ADDENDUM FOR SIGNATURES)

(Signature of Debtor)

Type name: _____

(Signature of Debtor)

Type name: _____

Witness: _____

Type name: _____

Witness: _____

Type name: _____

RECORD FEE 19.00

POSTAGE .50

By _____ #03710 C040 R01 T13:11

Type name: _____ AUG 16 85

Title Farmers Home Administration

19.80
-50

RECEIVED FOR RECORD
CLERK COUNTY
1985 AUG 16 PM 1:08
E. AUBREY COLLISON
CLERK

mlaf

FINANCING STATEMENT ADDENDUM

Witness the hands and seals of the parties hereto:

CATTERTON AND CATTERTON

BY: Joseph S. Catterton, Sr.
JOSEPH S. CATTERTON, SR., General Partner

BY: Margaret L. Catterton
MARGARET L. CATTERTON, General Partner

BY: Joseph S. Catterton, Jr.
JOSEPH S. CATTERTON, JR., General Partner

BY: Deborah A. Catterton
DEBORAH A. CATTERTON, General Partner

Joseph S. Catterton, Sr.
JOSEPH S. CATTERTON, SR., Individual

Margaret L. Catterton
MARGARET L. CATTERTON, Individual

Joseph S. Catterton, Jr.
JOSEPH S. CATTERTON, JR., Individual

Deborah A. Catterton
DEBORAH A. CATTERTON, Individual

WITNESS: Dorothy F. Bowen
DOROTHY F. BOWEN

WITNESS: Karen A. Mattingly
KAREN A. MATTINGLY

UNITED STATES OF AMERICA
BY: Gloria D. Occhipinti
GLORIA D. OCCHIPINTI
Acting County Supervisor
Farmers Home Administration

Mailed to Secured Party

LIBER - 488 PAGE 416

258029

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
J & S ASSOC
894 WINTERIAVEN
GAMBRILLS, MD

21054

2. Secured Party(ies) and address(es)
SAVIN CORPORATION
9 WEST BROAD STREET
STAMFORD, CT 06902

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

This filing is for information only. The described property is subject to a lease agreement number 73180417

5. Assignee(s) of Secured Party and Address(es)

EQUILEASE CORPORATION
750 THIRD AVENUE
NEW YORK, N. Y. 10017

RECORDATION TAX PAID TO DEPT OF ASSESSMENTS & TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

J & S ASSOC

SAVIN CORPORATION

By: _____
Signature(s) of Debtor(s)

By: *Catherine Blocker*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

98667

11.00
30

FILED

1985 AUG 20 PM 3:56

mky

Savin

Savin Corporation

Valhalla, New York 10595
914/769 9500
Cable: Savintel, N.Y.
Telex: 137 465**LESSOR**

LIBER - 488 PAGE 417

T3180417

LESSEE		SUPPLIER of EQUIPMENT	
Name	JES Assoc	Name	SAVIN CORP
Address	894 WINTERHAVEN	Address	11820 PARKLAWN DR
City	Gambrills Md	City	Rockville Md
State	Md	State	Md
Zip Code	21054	Zip Code	20852
PERSON TO CONTACT	JIM LAASH	SALESMAN	Thomas A. Assalone
TELEPHONE	(301) 621-7403	TELEPHONE	NO. 881-8900

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
1	SAVIN 840 All Inclusive Lease		2712933889	\$
	# 2710933889			

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT-LESSEE
Advance - 921 S. 160 Ave S.S. Md 20910

TOTAL COST TO LESSOR →

NO OF MONTHS	NO OF RENTAL PAYMENTS	RENTAL PAYMENTS WILL BE MADE	RENTAL PAYMENT AMOUNT:	FIRST PAYMENT
36	36	MON <input checked="" type="checkbox"/> QUAR <input type="checkbox"/>	36 Payments of \$ 89.00 Plus Sales Tax \$ 4.45 Total \$ 93.45	Check For This Amount Must Accompany Lease Application. \$ 186.90 1st <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar. and Last <input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Quar.

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.

(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

(D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.
(E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE
LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED:

4/4

19 83

SAVIN CORPORATION, Lessor

DATE 12-17, 19 82

LESSEE

JES Assoc.

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF.

By

Michael A. Muscatello

AUTHORIZED SIGNATURE

By(X)

James J. Laash

TITLE: General Partner

**LESSEE'S SIGNATURE IN INK IS REQUIRED
ON LEASE COPIES (Pages 2, 3, & 4)**

LEASE COPY

3

LIBER - 488 PAGE 418

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF.

3. Lessor may inspect the equipment at any time, and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of his interest therein or in any equipment or accessories attached thereto.
4. Lessee promises and agrees to pay all specified rental installments in advance on the date designated for the payment herein without demand. Said rental shall be payable at the office of Lessor or to such other person and/or at such other place as Lessor may from time to time designate in writing.
5. No title or right in said equipment shall pass to Lessee except the rights herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by Lessor or at Lessor's request, by Lessee at Lessee's expense indicating that Lessor is the owner thereof and Lessee will not remove the same. Upon the termination of the lease period Lessee will immediately crate, insure and ship the equipment to whatever destination Lessor shall direct, all at Lessee's expense, in as good condition as received less normal wear and tear. Said equipment shall always remain and be deemed personal property even though attached to realty. All replacements, accessories or capital improvements made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. The Lessee agrees that the Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of the Lessee with respect to any or all of the leased property or if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse the Lessor for the expense of any such filing(s).
6. Lessor may assign this lease and its assignee may assign the same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rental herein provided for to be paid, and in and to said equipment shall be free from all defenses, setoffs or counter-claims of any kind which Lessee may be entitled to assert against Lessor. Lessee hereby waiving the same as against such assignee; it being understood and agreed that any assignee of Lessor does not assume any obligations of the Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of the Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.
7. Lessee assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance, and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense against all risks of loss or damage from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher and in addition shall purchase insurance in an amount reasonable under the circumstances to cover the liability of Lessor for public liability and property damage. Said insurance policies and the proceeds therefrom shall be the sole property of Lessor and Lessor shall be named as an insured in all said policies and as sole loss payee in the policies insuring the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said equipment or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.
8. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorney's fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons be of agents or employees of the Lessee or of third parties; it being specifically agreed to and acknowledged by the Lessee that the foregoing provision includes but is not limited to all claim, loss, liability and expense (including attorney's fees) occurring by reason of any negligence (active or passive), omission, or other act or conduct of the Lessor or any third party acting for or on behalf of the Lessor.
9. Lessee agrees to use, operate and maintain said equipment in accordance with all laws; to pay all licensing or registration fees for said equipment; to keep the same free of liens, encumbrances; to show the equipment as "leased equipment" on Lessee's personal property tax returns; to pay Lessor a sum equal to all personal property taxes assessed against the equipment, which sum Lessor shall remit to the taxing authority; to pay all other taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said equipment or its use or any interest therein, or rental payments thereon, including but not limited to all federal, state and local taxes, however, designated, levied or assessed upon the Lessee and Lessor or either of them or said equipment, or upon the sale, ownership, use or operation thereof. Lessor may pay such taxes and other amounts and may file such returns on behalf of Lessee if Lessee fails to do so as provided herein. On written request from Lessor, Lessee agrees to reimburse Lessor for reasonable costs incurred in collecting any taxes, assessments or fees for which Lessee is liable hereunder and remitting the same to the appropriate authorities.
10. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon shall be added to the unpaid rentals due hereunder and shall be payable by Lessee to Lessor immediately together with interest thereon at the rate of one and one-half (1 1/2%) per cent per month, if allowed by law, and if not allowed, then at the maximum rate of interest permissible in the applicable jurisdiction.
11. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties hereto, or if any execution or other process shall be issued in any action or proceeding against the Lessee, whereby the said equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event the Lessor shall have the right to: (1) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose the Lessor may enter upon any premises where said equipment may be and may remove the same therefrom with or without notice of its intention to do so, without being liable to any suit or action or other proceeding by the Lessee. Lessor may, at its option, sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. The Lessee shall be liable for arrears of rent hereunder and under any other lease between the parties, if any; for any other charges due from Lessee hereunder and under any other lease between the parties, for the expense of retaking possession, and the removal of the equipment; and court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, as well as for the balance of rentals due and to become due under any other lease between the parties, less the net proceeds of the sale of said equipment, after deducting all costs of taking, storage, repair and sale; and/or (2) accelerate the balance of rentals payable hereunder and under any other lease between the parties, thereby requiring pre-payment of this lease and any other lease between the parties with all such rentals and charges due and payable forth with upon such notice of acceleration and demand for payment, the Lessee nevertheless remaining and being liable for the return of the equipment and any loss or destruction of, or injury to, the equipment in the same manner as herein provided. The foregoing rights shall be in addition to and in limitation of the rights of a Secured Party, as set forth in the Uniform Commercial Code of the applicable jurisdiction. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with the Lessee being responsible for said rentals, charges, expenses and attorney fees in an amount equal to twenty percent (20%) of said balance of rentals, charges and expenses due at the time it is placed with an attorney, if allowed by law. In the event Lessor shall exercise any of its rights as above set forth, Lessee shall be obligated to pay, as interest, a sum equal to one and one-half percent (1 1/2%) per month, or any part thereof, on the aggregate unpaid rental payments due hereunder or under any other lease in default by reason hereof or otherwise, or until all arrears of rent are satisfied, provided said interest payments are allowed by law, and if not allowed by law, the maximum rate of interest permissible in the applicable jurisdiction. The rights granted the Lessor herein shall be cumulative and an action upon one shall not be deemed to constitute an election or waiver of the other right of action to which Lessor may be entitled. All sums due as herein above stated shall become immediately due and payable to be construed as liquidated damages rather than a penalty provision. Lessee hereby waives trial by jury.
12. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to Paragraph 11 hereof, the Lessee promises to pay (1) a late charge to the Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per \$1.00 of each such delayed payment (2) interest to the Lessor upon each such delayed payment calculated at the rate of one and one-half (1 1/2%) per cent per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payments set forth in this paragraph shall apply only when permitted by law and, if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.
13. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.
14. If the equipment or the Lessee is located in the States of California, Florida or Texas this lease, at the option of Lessor, is performable and payable in the City of Beverly Hills, California, Dade County, Florida or Dallas County, Texas respectively, and in the event that suit is brought to enforce the terms hereof the parties hereto agree that any court of competent jurisdiction situated in the aforesaid cities, counties and states shall have venue of such action; otherwise the parties agree that the interpretation and legal effect of this lease shall be governed by the laws of the State of New York.

Mailed to Secured Party

GUARANTY

Undersigned guarantees performance of above lease by Lessee and payment of all sums due thereunder in event of default, hereby waiving notice of any modification, amendment or extension.

SOC SEC. # 215-36-2663

personal bank 366 03541 338)

personal bank 050-604 0289

(Signature)

James D. Loraish

An Individual

Home Address

894 Winterhaven Drive
Gambroils, Md.

21054

SA 11/9/78

DO NOT RECORD IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtors:

Frederick L. Anderson
Joyce J. Anderson

Address:

1914 Hanson Rd.
Edgewood, MD 21040

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Marion J. Minker, Jr., Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All appliances, fixtures, furniture, furnishings and equipment now or hereafter located in or upon the property described in Paragraph 6 below.

4. The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr. and Marion J. Minker, Jr., Trustees, and recorded or intended to be recorded among the Land Records of Worcester County, Maryland, securing an indebtedness owed by Debtor to Second National Building & Loan, Inc.

5. Proceeds of collateral are covered hereunder.

6. The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement are located is known as:
Unit 3-S White Surf Condo., 2003 Atlantic Avenue, Ocean City, MD 21842

Debtors:

Frederick L. Anderson
Frederick L. Anderson

Joyce J. Anderson
Joyce J. Anderson

Mailed to Secured Party

FILED

1985 AUG 20 PM 3:56

TO THE FILING OFFICER: After this statement has been recorded, PLEASE MAIL TO: Second National Building & Loan, Inc., Phillip Morris Drive & Route 50, Salisbury, Maryland 21801.

98468

mkf

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es)): KEES, CHARLES H JR KEES, SUSAN E MARYLAND MANOR Lot # 1509 1509F FLANDERS LANE HARWOOD, MD 20776		2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 TEMPLE HILLS, MD 20784		3. <input type="checkbox"/> The Debtor is a transmitting utility.
5. This Financing Statement covers the following types (or items) of property: 1971 NEWPORT, MONTICELLO, Serial # 1024AB 24 X 52, 4 BR To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es): Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150		4. For Filing Officer: Date, Time, No. - Filing Office
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

By CHARLES H KEES S.S. # 577-64-6361 SUSAN E KEES S.S. # 219-48-9947 By Isabel Manfredi
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

3/83 98670

(1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

Mailed to Assignee

FILED

1985 AUG 20 PM 3:56

mlcf

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented.	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es) Diamond Page International Corporation 713 East Genesee St. Syracuse, NY 13210	2. Secured Party(ies) Name(s) and Address(es) Chase Lincoln First Bank, NA Syracuse Division One Lincoln Center P.O. Box 4911 Syracuse, NY 13221		4. For Filing Officer: Date, Time, No. Filing Office
5. This Financing Statement covers the following types (or items) of property: IBM equipment as per attached; insurance proceeds; assignment of Lease #8303-7028 dated 3-22-83, Purchase Order #86GJHV70858 dated 4-29-85, between Diamond Page International Corporation and Westinghouse Electric Corporation. Equip. Loc.: Camp Meade Road (not subject to Recordation Tax) Baltimore, MD 21240			6. Assignee(s) of Secured Party and Address(es)
8. Describe Real Estate Here: <input type="checkbox"/> Products of the Collateral are also covered.		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner
7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)			
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
Diamond Page International Corporation		Chase Lincoln First Bank, NA	
By <u>[Signature]</u> Signature(s) of Debtor(s)		By <u>[Signature]</u> Signature(s) of Secured Party(ies)	
(5/82)		STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York	
		98674	

Mailed to Secured Party

FILED

1995 AUG 20 PM 3:56

rule

10.00

LIBER -488 PAGE 422

Date June 27, 1985

DIAMOND PAGE INTERNATIONAL CORPORATION
REQUEST FOR COMPUTER INVENTORY FINANCING

EQUIPMENT SPECIFICATIONS:

Computer Type: A) (1) IBM 3380-AA4 DASD s/n 33695
(3) IBM 3380-B04 DASD s/n 91747, 91749, 91750
B) (1) IBM 3880-3 Disk s/n 46523
C) (1) IBM 3880-3 Disk s/n 40400

Mailed to Secured Party

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only).

NAME		ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City	State
Ken-Car, Inc. T/A Catlett's Amoco		551 Central Ave.	Davidsonville, Md.	21035
By: William K. Catlett, Sr., Pres.				

2. Secured Party (or assignee)
 SUBURBAN BANK 12125 Viers Mill Road, Silver Spring, Maryland 20906

3. This Financing Statement covers the following types (or items) of property:

1985 Ford F-350 Tow Truck Serial #1FDJF37L8FNA64525
 w/ 1977 Holmes 440 Tow Rig Serial #E7ECF15424

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK By: <u>Rose Ann Reed-Hennessey</u> Type Name <u>Rose Ann Reed-Hennessey</u> Title <u>Retail Banking Officer</u>	Debtor(s) or Assignor(s) <u>Ken-Car, Inc. T/A Catlett's Amoco.</u> <u>William K. Catlett Sr. Pres.</u> _____ <u>Ken-Car, Inc. T/A Catlett's Amoco</u> <u>William K. Catlett, Sr. Pres.</u> Type or Print Name and Title of Each Signature
--	---

FILED

Mailed to Secured Party

1985 AUG 20 PM 3: 56

11.00
1.50
mlg

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Capone's Hideaway
Name or Names—Print or Type

4805 Riverside Drive, Galesville, MD 20765
Address—Street No., City - County State Zip Code

Name or Names—Print or Type _____
Address—Street No., City - County State Zip Code _____

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type

701 Cathedral Street
Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 - Box Warmer #3B73D *1 - work table #18066*
1 - Range #DL-77R
1 - Bottle Capler #TD-50-18A
1 - Ice Machine #CAE-053

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Paul Sergio

(Signature of Debtor)

Paul A. Sergio
Type or Print

Linda Robinson

(Signature of Debtor)

Linda Robinson
Type or Print

SECURED PARTY:

Mailed to Secured Party

Harbor Leasing Associates
(Company, if applicable)

Mark M. Caplan

(Signature of Secured Party)

Mark M. Caplan
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.
 Lucas Bros. Form F-1 701 Cathedral Street
Baltimore, Maryland 21201

FILED
1985 AUG 20 PM 3:56

11.00
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mlaf

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258035

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CPA/Account, Inc

Address 7150 STAMFORD DR, HANOVER MD 21076

2. SECURED PARTY

Name HANOVER LEASING ASSOC'S

Address 701 CATHEDRAL ST, BALTIMORE MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SAW TOAD COLLIER, SMOKE, CONSOLE

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

DOUGLAS BELL (mgr) Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Mark M. Caplan, partner

Type or Print Above Signature on Above Line

FILED

1985 AUG 20 PM 3:57

Mailed to Secured Party

mlc

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF _____
 NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF _____

FINANCING STATEMENT

1. Debtor(s):

Sun Valley Shell
 Name or Names—Print or Type
 7929 Baltimore-Annapolis Blvd. Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Harbor Leasing Associates
 Name or Names—Print or Type
 701 Cathedral Street, Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 1-Crystal Tips Ice Machine # COE251 with a #BR-930
 1-Starrett Ice Merchandiser #240 GV

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

[Signature]
 (Signature of Debtor)
 Richard Gardner (pres.)
 Type or Print

(Signature of Debtor)
 Type or Print

SECURED PARTY:

Harbor Leasing Associates
 (Company, if applicable)

[Signature]
 (Signature of Secured Party)
 Mark M. Caplan, partner
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Harbor Leasing Associates
 701 Cathedral Street
 Lucas Bros. Form F-1 Baltimore, MD 21201

FILED
1985 AUG 20 PM 3:57

Mailed to Secured Party

mlaf

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — UCC-1

INSTRUCTIONS

1. Enter full name and address of Lessee, exactly as it appears on the Lease Agreement. If Lessee is a proprietor, enter their legal name, last name first.
2. Provide general equipment description exactly as it appears on the Lease Agreement.
3. Enter exact equipment location as it appears on the Lease Agreement, making certain to include the county.
4. Print Lessee name in lower left-hand corner and have an authorized person sign on "by" line directly below it, including the title of the authorized person.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Name: <u>DEL-MAR-VA EXTERMINATING SERVICES, INC.</u> Address: <u>1629 FOREST DR.</u> City: <u>ANNAPOLIS</u> State <u>MD</u> Zip <u>21401</u>	<input checked="" type="checkbox"/> Secured Party(ies) and address(es) BANC ONE LEASING CORPORATION Department 0380 Columbus, Ohio 43271	For Filing Officer (Date, Time, Number, and Filing Office) <u>5302609-001</u>
---	---	---

4 This financing statement covers the following types (or items) of property. (Detailed Equipment Description Attached).

EQUIPMENT DESCRIPTION: E.F. JOHNSON CELLULAR PHONE

EQUIPMENT LOCATION: 1629 FOREST DR ANNAPOLIS MD ANNAPOLIS DEL
Address City State County Zip

This equipment is owned by the secured party and is leased to the debtor party;
Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANARUNDEL COUNTY RECORDER
Debtor: DEL-MAR-VA EXTERMINATING SERV. INC. BANC ONE LEASING CORPORATION
By: William H. Schlotzauer Signature(s) of Debtor(s) [Signature] Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical This form of financing statement is approved by the Secretary of State.
STANDARD FORM — UNIFORM COMMERCIAL CODE — UCC-1

98679

12.00

FILED

1985 AUG 20 PM 3:57

m/cf

LIBER - 488 PAGE 428



the car telephone company
2083 West Street Annapolis, MD 21401
Annapolis 224-4757 D.C. 261-8131 Baltimore 841-6475

INVOICE

Date: 7-1-85

SOLD TO: BANC ONE LEASING
Customer
841 Greencrest Drive
Address
Columbus, Ohio 43271-0380
City, State, Zip
Telephone No.

LESSEE: Del-Mar-Va
Exterminating Service, Inc
P.O. Box 15010
Annapolis, Md. 21401

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1	E.F. Johnson cellular phone		1,770.00
	1984	ESN# 13100019972 CONTROL # 79153 TRANSCEIVER # 19972 mobile # 301-440-9415		P.O. 16585 A-28
	Ford			
	Truck			
		TOTAL DUE		1,770.00

REMARKS: COMMITMENT NUMBER: 5302609-001

Mailed to Secured Party

FINANCING STATEMENT

<p>1. Name of Debtor(s): American Cleaning Services, Inc.</p> <p>Address: 1060 Cape St. Claire Road Annapolis, Md 21401</p>	<p>Not Subject to recording tax of \$ <u>N/A</u></p>
---	--

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

3. **This Financing Statment covers the following types (or items) of property:**
Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding Motor Vehicles

Debtor(s):
American Cleaning Services, Inc.

Secured Party:

By: *Leory A. Wade, III*
Leory A. Wade, III

**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

By: *Paul R. O'Connell*
(Authorized Signature)
Paul R. O'Connell, A.V.P.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

*11.00
50*

FILED

1985 AUG 20 PM 3:57

98681

mlaf

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

<u>Financing Statement Filing Numbers</u>	<u>Date of Filing</u>	<u>Record References</u>
237626	April 27, 1981	436 578
248352	July 28, 1983	464 184
248685	August 18, 1983	465 84

<u>Name(s) of Debtor(s) or Assignor(s)</u> (last name first)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Bay R. V. Service Center, Inc.	10	Old Solomons Island Road	Annapolis	Maryland 21401

<u>Name of Secured Party or Assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Farmers National Bank of Maryland	5	Church Circle	Annapolis	Maryland 21401

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Mailed to Secured Party

DEBTOR(S) OR ASSIGNOR(S)

Kirwin Houseman, Sr., President

Type or Print Name Under Signature

Farmers National Bank
of Maryland

Corporate, Trade, or Firm Name

Commercial Bank Officer
Signature of Secured Party or Assignee

Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

PLEASE RETURN DOCUMENT TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT P.O. BOX 751, ANNAPOLIS, MD 21404



FILED

1985 AUG 20 PH 3:57

98682

10.00

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

1. Debtor(s): Hopkins & Wayson
 Name or Names—Print or Type
 P.O. Box 85, Lothian, Anne Arundel, Maryland 20711
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party: John Deere Industrial Equipment Company
 Name or Names—Print or Type
 400 19th Street Moline, Ill. 61265
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 N John Deere 410B Backhoe Loader, S/N TO410BB709408

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
Hopkins & Wayson
[Signature]
(Signature of Debtor)
Morgan W. Wayson, Jr., Pres.
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY:

John Deere Industrial Equipment Co.
(Company, if applicable)

(Signature of Secured Party)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

Mailed to: _____

FILED
1985 AUG 20 PM 3:57

98685

[Handwritten initials]

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael L. Mann

Address 420 South Crain Highway, Suite 6, Glen Burnie, MD 21061

2. SECURED PARTY

Name Dental Capital Corporation

Address 1100 East 80th Street, Minneapolis, MN 55420

Dental Capital Corporation, 1100 E. 80th Street, Minneapolis, Mn 55420

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached to and made a part hereof

1985 AUG 20 PM 3:57
FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael L. Mann
(Signature of Debtor)

Michael L. Mann
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Engler
(Signature of Secured Party)

Mary Engler
Type or Print Above Signature on Above Line

98690

11.00
mly

" SCHEDULE A "

LIBER - 488 PAGE 434

To become attached to and a part hereof a certain (Installment Contract) and/or (Lease)
and/or (Note & Chattel) and U.C.C.-1 between Michael L. Mann as
Debtor and Patterson Dental Company as Secured Party
dated the 22 day of June, 19 85.

Page 1 of 2. All additional pages will be sequentially numbered and
attached hereto. A signature of debtor or lessee will be required on each additional
page.

QUANTITY	DESCRIPTION OF PROPERTY	MODEL YEAR	MODEL	SERIAL NUMBER	PRESENT RETAIL VALUE
1	Pelton Stool A-1 Dr. S/N 18995				
2	Dental Ez Stool Dr 9DRB S/N 19218 20046				
2	Dental Ez Stool 5SS S/N 64465-64466				
1	Buffalo Vibrator #1 S/N 46177				
1	Pelton Vita Pulp Tester				
2	Caulk Amalgamator III S/N 72162-72161				
1	Macon Electro Surge MC-4 S/N 7850				
1	Komtek Comm. System 12 Lite				
1	Emeco Lab Engine 60A				
1	Emeco HPC. 4-B				
1	Biotec Cabinet				
1	L & R Ultra Sonic Cleaner w/Timer S/N 63406T				
1	Baldor Lathe 350T				
1	Chayes Model Trimmer				
1	Coe Plaster Bin				
3	Star X-Ray Viewers 100				
1	Coe Plaster Trap #503				
2	Adec Post Assy 40"				
1	Adec Lite Post Extension				
1	Porter Emerg. O2 Unit with Elder Valve				
1	D.E. Tub & Tray Starter				
1	D.E. Tub Kit				
1	D.E. Tray Kit				
1	Kay Cor X-Ray Panpase E S/N T1-68				
1	Patterson Autoclave M-7				
1	Fisher Film Processor DP1 S/N 1381FHD				
1	Premier Curing Light S/N U62571				
2	Kavo HPC. 633F6 S/N 16661-16660				
3	Kavo HPC 182-4 W/Attach. S/N 09631 09632-09553				
1	Midwest HP Shorty S/N 61726				
2	Adec Drs. Lower Preference Model 5510 System S/N C44117-C44116				
1	Adec Asst. Upper Preference System Model 5520 S/N C44119				
1	Adec Asst. Lower Preference System S/N C4411B Model 5520				
1	D.S. Vacuum Pump 4.0 W/Recycler S/N 357				
1	Air Techniques Air Compressor L-66 S/N 7856				

Michael L. Mann

x Michael L Mann

Patterson Dental Company
Secured Party or Lessor
711 Jorie Blvd., Suite 270
Address
Oak Brook, Ill 60521

Debtor or Lessee
Glen Burnie MD 21061
City State Zip
County

DATED 22 day of June, 19 85

Mailed to Secured Party

RECEIVED JUL 29 '85

LIBER - 488 PAGE 435

Page 2 of 2

<u>QUANTITY</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>MODEL YEAR</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	<u>PRESENT RETAIL VALUE</u>
1	Dental Ez Advantage Chair S/N 4433-4176				
2	Dental Ez Elegan Chairs S/N 15560-15559				
1	Adec Dual Preference System S/N B4-4059				
2	Adec Cuspidors Model 7440 S/N C40549-C40550				
3	Pelton LFII Lights C.W. S/N 38765-38767-38766				
2	Gendex 900 X-Rays S/N 415128-415129 416165-416159				
1	Adec 2020 Unit w/scaler S/N C40747				
2	Adec Drs. Units 3010 S/N C40751-40750- 40752-40749				
1	Adec 3026 Asst. Units S/N C41030 C41029				

Michael L. Mann

7/22/85

Date

X Michael L. Mann

Debtor or Lessee

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 488 PAGE 436

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251131
Page
RECORDED IN LIBER 471 FOLIO 250 ON Mar. 6, 1984 (DATE)

1. DEBTOR

Name MR. TIRE INC.
Address 7224 Ritchie Highway, Glen Burnie, MD

2. SECURED PARTY

Name Dunlop Tire and Rubber Corporation
Address PO Box 405, Buffalo, NY 14240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dunlop Tire and Rubber Corporation, now known as Dunlop North America Inc., hereby assigns all its rights, including all of the collateral referred to in the original Financing Statement referenced above, to Dunlop Tire Corporation located at PO Box 405, Buffalo, NY 14240.
DESCRIPTION OF COLLATERAL: Buyer hereby grants to Dunlop a continuing security interest in all of Buyer's inventory manufactured or sold by, or bearing the brand name or trademark of Dunlop, wherever located, now owned or hereafter acquired by Buyer, and all proceeds thereof, including but not limited to all accounts, contract rights, chattel paper, instruments, deposit accounts, insurance proceeds, and general intangibles, and all books of account and ~~tee~~ other records pertaining to said inventory and proceeds ("collateral") to secure the payment of all of Buyer's indebtedness to Dunlop.

FILED
1985 AUG 20 PM 3:57
BL
CLERK
Mailed to Secured Party

Dated 8/1/85

DUNLOP TIRE AND RUBBER CORPORATION
NOW KNOWN AS DUNLOP NORTH AMERICA INC.
BY: James Denton Attorney-in-Fact
(Signature of Secured Party)

Type or Print Above Name on Above Line

98692

10:00
:50

FINANCING STATEMENT FORM UC 31
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/25/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edmond J. Proulx
Address 306 Legion Ave. Annapolis, MD 21401

2. SECURED PARTY

Name First Commercial Corp.
Address 303 2nd St.

Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1982 49' Marine Trader Pilot House fiberglass hull #ETY48016M82A
1982 120HP each Ford diesel engines #115326 & #112288

Home anchorage/winter- Edgewater, MD

ASSIGNEE:
Horizon Financial F.A.
808 Masons Mill Business
Complex
1800 ByBerry Rd.
Huntington Valley, PA
19006

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

Edmond J. Proulx
(Signature of Debtor)

Edmond J. Proulx
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corp.
Type or Print Above Signature on Above Line

FILED

1985 AUG 20 PM 3:57

98693

Amie Credit Co
8-1-85

mlz 11.00
11.50



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) The Video Stop of Old Mill Address(es) 699 Old Mill Plaza
Millersville, Md. 21108

6. Secured Party Maryland National Bank Address P. O. Box 100
Glen Burnie, Maryland 21061
Attention: J. Reed

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

The Video Stop of Old Mill (Seal)

Rayfield E. Downs, President (Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Joseph A. Reed (Seal)
Joseph A. Reed

Assistant Vice President & Manager
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to: _____

207-95 REV 7/83

FILED

1985 AUG 20 PM 3:57

98695

11.00
.50

mlf

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Delivery Services, Inc.

Address 792 Martin Court West, Severn, Maryland 21144

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party:

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Delivery Services, Inc.

Lee Allen - President
(Signature of Debtor)

Lee Allen, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murrey, President
(Signature of Secured Party)

John J. Murrey, President

Type or Print Above Signature on Above Line

FILED

1985 AUG 20 PM 3:57

98697

17.00
50

mllg

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 30, 1985

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee
and Delivery Services, Inc., 792 Martin Court West, Severn, Maryland 21144
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 29,904.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of July, 1985

Beltway International Trucks, Inc. (SEAL)

(Seller/Lessor/Mortgagee)

By John J. [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Delivery Services, Inc.
1800 Sulphur Spring Road, Baltimore, MD 21227 792 Martin Court West, Severn, MD 21144

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 792 Martin Court West, Severn, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty nine thousand nine hundred four and 00/100 Dollars (\$ 29,904.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of September, 1985, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 623.00 and the final installment being in the amount of \$ 623.00 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 30, 1985
Accepted: Beltway International Trucks, Inc.
By: John J. Murray, Pres

BUYER(S)-MAKER(S):
Delivery Services, Inc.
By: See Allon President

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

Done
12.00

258045

LIBER - 488 PAGE 443

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee Pier 7 Marina
T/A The Crab Cafe
Name or Names
- 48 S. River Road Edgewater, Maryland 21037
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company
P.O. Box 307, Riderwood, Maryland 21139

- 3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)
 - 2 Model 4645 C/R
 - 2 Model 3445 Slip Printer
 - 2 Model 3466 Kitchen Printers

Lessee: Pier 7 Marina
T/A The Crab Cafe

✓ Thomas K Cassidy
(Signature of Lessee)

✓ THOMAS K CASSIDY
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

DOMINUS M. WARNER V.P.
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, P.O. Box 307, Riderwood, Md. 21139

Mailed to Secured Party

FILED
1985 AUG 20 PM 3:57 98699

12.00

Amended \$1150

258048

LIBER - 488 PAGE 444

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Maryland Machinery
Name or Names
512A Crain Highway Glen Burnie MD 21061
Address - Street No. City-County State Zip Co

2. Lessor The Equipment Leasing Company
P.O. Box 307, Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.) **IBM AT computer with IBM monochrome monitor, Epson LQ1500 printer, and software**

Lessee: **Maryland Machinery**
[Signature]
(Signature of Lessee)
W.C. GRETSINGER, PRES.
(Type or Print) (Include Title)

Lessor:
THE EQUIPMENT LEASING COMPANY
[Signature]
(Signature of Lessor)
G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, P.O. Box 307, Riderwood, Md. 21139

Mailed to Secured Party

FILED
1985 AUG 20 PM 3:57

98699

11.00
.50

Amended \$1150

258046

LIBER - 488 PAGE 444

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee Maryland Machinery
Name or Names
- 512A Crain Highway Glen Burnie MD 21061
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company
P.O. Box 307, Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.) **IBM AT computer with IBM monochrome monitor, Epson LQ1500 printer, and software**

Lessee: **Maryland Machinery**
[Signature]
 (Signature of Lessee)
W.C. GRETSINGER, PRES.
 (Type or Print) (Include Title)

Lessor:
 THE EQUIPMENT LEASING COMPANY
[Signature]
 (Signature of Lessor)
G. ARNOLD KAUFMAN, VICE PRESIDENT
 Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, P.O. Box 307, Riderwood, Md. 21139

Mailed to Secured Party

FILED

1985 AUG 20 PM 3:57

98699

11.00
.50

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PALMER, Jack L.
Address 6785 Surreywood Lane, Bethesda, MD 20817

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1986 25' Formula Model F-25PC fiberglass hull #TNRD6037F586
1986 Twin 260 HP Mercruiser gas engines #A483465 & A460792

Home anchorage/winter: Pasadena, MD

ASSIGNEE:

SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

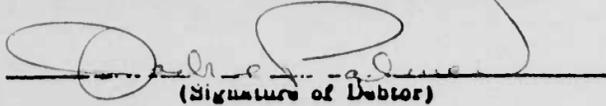
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

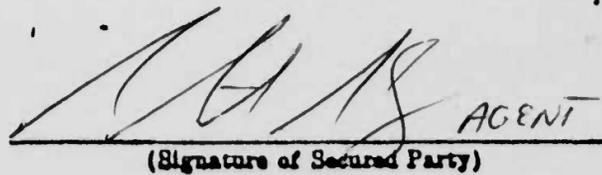

(Signature of Debtor)

JACK L, PALMER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Assignee

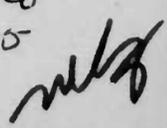
 AGENT
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

FILED
1985 AUG 20 PM 3:57

98706

11.00
50
Anne Arundel Co
7-29-85



FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7-17-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARNER, Robert S. & Donna K.
Address 5810 Chandler Drive, Rockford, IL 61111

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 200 Sheffield Street
Mountainside, NJ 07092
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1975 42' Westsail Ketch fiberglass hull #49, U.S. Coast Guard O.N. 575730
1975 80 HP Perkins diesel engine Model #4-236

Home anchorage/winter: Annapolis, MD

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Robert S. Arner
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Donna K. Arner
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

FILED
Mailed to Assignee
1985 AUG 20 PM 3:57

12.00
50

98707

Anne Arnold Co
7-29-85 [Signature]

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... August ... 2 19.. 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 229619 in Office of Anne Arundel County
Liber 418 Page 532 (Filing Office) (County and State)



Debtor or Debtors (name and Address):

Joseph F & Natalie Malinauskas
C 93 Holiday Mobile Estates
Jessup MD 20794

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Mailed to:

Secured Party
Household Finance Corporation
9626 Ft Meade Rd. Laurel MD 20707

By: *[Signature]*
Its Branch Office Manager

98708

FILED

1985 AUG 20 PM 3: 58

10:00
50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

August 2 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 202747 in Office of Anne Arundel County
Liber 357 Page 366 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Howard D Beaton Jr & Linda Beaton
Guest House
Ft Meade MD 20755

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Mailed to: Secured Party Household Finance Corporation
9626 Ft Meade Rd Laurel MD 20707

By: [Signature] Its Branch Office Manager

98708



FILED

1985 AUG 20 PM 3:58

10.00

AA Co.
\$ 278.50



MARYLAND NATIONAL BANK
We want you to grow.SM

258050

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 38,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Court, Anne Arundel County, \$266.00, Dated 8-1-85

5. Debtor(s) Name(s) Bruce W. Riley Individually and T/A Glen Burnie Crown Address(es) 7501 Richie Highway Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address MS 022801
Attention: LOC P. O. Box 17047
Baltimore, Maryland 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Bruce W. Riley Individually and T/A Glen Burnie Crown

Bruce W. Riley (Seal)
(Bruce W. Riley)

____ (Seal)

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

Eleanor L. St. Clair (Seal)

(Eleanor L. St. Clair)
Assistant Vice President

Type name and title

FILED

1985 AUG 21 AM 9:56

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

RETURN TO:

MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

3756426-9001 Mailed to

98711

mlcf

12.00
266.00
50

Anne Arundel
CO
\$ 85.00



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

LIBER - 488 PAGE 450

258051

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co., \$73.50, Dated 8-2-85

5. Debtor(s) Name(s) Address(es)
 Nottingham Associates 821 Oregon Road - PO Box 449
 Linthicum Heights, Md. 21090

6. Secured Party Address
 Maryland National Bank
 Attention: LDRU P. O. Box 17372
 Baltimore, Maryland 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Nottingham Associates

William D. Featherman - Partner (Seal)
William D. Featherman, Partner

____ (Seal)
____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank

Marie Jo Corry (Seal)
Marie Jo Corry - Commercial Banking Officer
Type name and title

FILED
1985 AUG 21 AM 9:56

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

3153053-0003

98711

Mailed to:

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21208

11.00
73.50
84.50
msf

SCHEDULE A

Vinyl Cutting Machine -

7' Vinyl Gravity-feed load table

STATE OF MARYLAND

LIBER - 488 PAGE 452

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258052

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name CIS Leasing Corp.
Address 1000 James Street, Syracuse, NY 13217

2. ~~SECURED PARTY~~ LESSOR

Name CSA Leasing Corp.
Address 2 Oliver Street, Boston, MA 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

Filed with Anne Arundel County Clerk, Annapolis, MD

Equipment Sublease No. NY-045-2629S
See Schedule 1 attached hereto.

Collateral Assignee:
Oak Park Trust & Savings Bank
1048 Lake Street
Oak Park, IL 60301

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Lessee
CIS Leasing Corp.
Type or Print Above Name on Above Line
Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Lessor
CSA Leasing Corp
Type or Print Above Signature on Above Line

FILED
1985 AUG 21 AM 9:56

98713

mlf 11.00

SCHEDULE 1

All Equipment now leased by Sublessee, CIS Leasing Corp., from Sublessor, CSA Leasing Corp. under Equipment Sublease No. NY-045-2629S dated as of April 14, 1985 together with all accessions thereto and substitutions therefor now owned and hereafter acquired. This statement is filed for the purpose of giving notice that the parties hereto have executed an Equipment Sublease of even date and is being filed without prejudice to the rights, standing and obligation of the parties under said Equipment Sublease. The Equipment referred to in said Sublease is more specifically described below:

ORIGINAL INSTALLATION SITE: Giant Food Inc.
Assateague and Rappahanock Drives
Jessup, Maryland 20794

<u>Description</u>	<u>Machine Type</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
System Unit	4341	M02	16680
208V		9903	
Color Blue		9063	
MODEM		9510	
Standalone		9703	
Color Display	3279	02C	A8817
Keyboard		4632	
Power Cable		9513	

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address CSA Leasing Corp. 141 Milk St. @ 2 Oliver Boston, MA 02109 LIBER - 488 PAGE 454	Maturity date (if any):
	Secured Party(ies) and Complete Address Oak Park Trust & Savings Bank 1048 Lake Street Oak Park, IL 60301	FOR OFFICE USE ONLY 258053
	Assignee(s) of Secured Party and Complete Address	

This financing statement covers the following types (or items) of property:

See Schedule A attached hereto.
Equipment Sublease No. NY-045-2629S
CIS Leasing Corp.

FILED
1985 AUG 21 AM 9:56

Filed with: Anne Arundel County Clerk of the Circuit Court

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered.	b. () Products of Collateral are also covered.	No. of additional sheets presented. (1)
() Filed with Register of Deeds and Mortgages of	County.	() Secretary of State
(XX) Filed with the County Clerk of Anne Arundel	County.	
Signature(s) of Debtor(s) CSA LEASING CORP. <i>Barbara J. W. - Mgr. Debt</i>	Signature(s) of Secured Party(ies) or Assignee(s) OAK PARK TRUST & SAVINGS BANK <i>Kennedy R. J.</i>	

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)
Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

98714 1

mkf 11.00

SCHEDULE A
TO
UCC-1'S

LIBER - 488 PAGE 455

- (a) All of Assignor's estate, right, title and interest, as Sublessor, in the Periodic Rent up to the amount of \$2,250.00 per month as set forth under a certain Equipment Sublease Agreement No. NY-045-2629S (the "Lease"), dated as of April 15, 1985, between Assignor, as Sublessor, and CIS Leasing Corp., as Sublessee, pursuant to which certain electronic data processing equipment has been leased to said Sublessee; and
- (b) All sums and monies whatever due and to become due under the Lease, and any amendments, renewals or extensions thereof, whether as rent or of whatever other nature under or in any way related to or connected with the Lease.
- (c) All of Debtor's right, title and interest, as Assignee, in a certain Collateral Assignment dated as of July 24, 1985 between CIS Leasing Corp. and CSA Leasing Corp.

Mailed to Secured Party

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258054

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address Box 116, 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 11, 1985, schedule 01 dated July 16, 1985, between Assignor as Lessor and LEASE ACCOUNT # 581170 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated July 30/85, between Assignor and Assignee:

- 1 (one) Used Didde Glaser Conserver Press 2/color with additional substructure S/N 280/289.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

98715

mlg

DD T/A PP

FILED
1985 AUG 21 AM 9:56

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
 Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
 Address Box 116, 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 16, 1985, schedule 01, dated July 17, 1985 between Assignor as Lessor and LEASE ACCOUNT # 586170 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated July 30/85, between Assignor and Assignee:

- 1 (one) Business System 352 S/N 1632950004, Include 17 MB Disk S/N 1250450034, 256KB Memory and 1 CRT. 1 (one) Modem Interface Cable, 1 (one) Papertrak Application Software.
- 1 (one) 2nd VDT S/N 0964250572, 1 (one) 4 Channel Comm. Kit, 1 (one) 810 Printer Kit S/N 0981550083, 1 (one) Printer Stand, 1 (one) Multitech Model #MT212C Modem

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
 (Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
 (Signature of Secured Party)

J. David Kommalan, V.P.
 Type or Print Above Name on Above Line

Filed with Anne Arundel County.

FILED
 1985 AUG 21 AM 9:56

98715

mlg

NNAI

LIBER - 488 PAGE 458

FINANCING STATEMENT FORM UCC-1

Identifying File # 258056

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 60,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated August 2, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COMMUNITY FUEL CO., INC., Debtor-in-Possession
Address Old Annapolis Road and B & A Railroad, Linthicum Heights, MD 21090

2. SECURED PARTY

Name GLENFED FINANCIAL CORPORATION, Commercial Division
Address 440 Sylvan Avenue
Englewood Cliffs, NJ 07632
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All present and future Accounts and Contract Rights, and in any case where an Account or Contract Right has arisen from the sale of goods, the interest of the Debtor in such goods. All present and hereafter acquired Inventory, wherever located, including, but not limited to work in process, raw materials, finished goods and packaging materials. All present and future acquired Equipment, including but not limited to machinery and machine tools, with motors and controls, attachments, molds and dies, office furniture, fixtures and equipment, and all spare parts, tools and accessories incidental to all the foregoing, together with all automobiles, trucks and motor vehicles of all types and description. All general intangibles of Debtor, now owned or hereafter acquired.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

COMMUNITY FUEL CO., INC.
Debtor-in-Possession
By: Raymond Peppelman, Sr., Pres.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

GLENFED FINANCIAL CORPORATION
Commercial Division
by: Richard Stern, Vice Pres.
Type or Print Above Name on Above Line

(Signature of Secured Party)

FILED
1985 AUG 21 AM 9:56

Mailed to Secured Party 11.00
420.00
mlcf

98716

MARYLAND FINANCING STATEMENT

258057 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Quest Constructors Corp. (Name or Names)
P. O. Box 98, Harwood, MD 20776 (Address)

DEBTOR: _____ (Name or Names)
_____ (Address)

2. SECURED PARTY: Greenway Corporation (Name or Names)
1300 Racquet Road, Baltimore, MD 21209 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____ (Name or Names)
_____ (Address)

4. This Financing Statement covers the following types (or items) of property:
1974 Lima Model 700 TC Truck Crane, Serial # 3689-14,
150' main boom, 10' main boom-midpoint suspension, 40' jib,
CWT Removal Kit, Cummins Diesel Engine(s), Block & Ball

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S): Quest Constructors Corp.

SECURED PARTY:

By: [Signature] Pres. (Title)
Barry D. Bucher (Type or print name of person signing)

Greenway Corporation
By: [Signature]
James G. Green, Pres. (Type or print name of person signing)

By: _____ (Title)
_____ (Type or print name of person signing)

Mailed to Secured Party

Return To: Greenway Corporation
1300 Racquet Road, Baltimore, MD 21209

FILED
 1985 AUG 21 AM 9:56

98717

mlg 11.00 50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

<p>1. Debtor(s) (Last Name First) and address(es) Lessee Nationwide Mutual Insurance Company 2500 Riva Rd. Annapolis, MD 21401</p>	<p>2. Secured Party(ies) and address(es) Lessor Don Grammer d/b/a DBG Leasing Gramco Computer Sales Inc. 7800 IH-10 West, Suite 735 San Antonio, TX 78230</p>	<p>Far Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property: The equipment described in the Exhibit "A" attached hereto and made a part hereof is being leased by Lessor to Lessee under Lease Agreement No. L1445. This filing is for notice purposes only.</p>		<p>5. Assignee(s) of Secured Party and Address(es) ITT Industrial Credit Co. 400 Chisholm Place Suite 118 Plano, TX 75075</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Circuit Clerk of Anne Arundel

Nationwide Mutual Insurance Company

ITT Industrial Credit Company

By: See Exhibit "A"
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

12.00

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

98721

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 1985 AUG 21 AM 9:56

[Handwritten signature]

8. DELIVERY AND RETURN:

A. Delivery: Lessor shall arrange for the transportation, delivery, and installation of the Equipment at the Equipment Location. The normal costs thereof ("Delivery Costs") shall be paid by Lessee. Special transportation, delivery, and installation costs (such as the cost of rigging, cranes, elevator modifications and the like) shall be paid by Lessee. Lessee shall inspect the Equipment upon delivery and identify any observable damage prior to accepting delivery from the carrier. Any damage sustained in transit not recoverable from the carrier by reason of Lessee's failure to inspect shall be borne by Lessee.

B. Return: Lessor will arrange for the disconnection and transportation of the Equipment from the Equipment Location to storage in San Antonio, Texas, at the termination of this Agreement. The costs thereof shall be paid by Lessee.

C. Condition on Return: At the termination of this Agreement, Lessee shall return each Unit (together with all form stands, logic manuals, diagnostics, test decks, terminators, special RPO devices permanently attached or removable on one or more ends, associated cables, maintenance documentation, tools, IR Log(s), kickplates, covers, and the like, furnished Lessee by Lessor) to Lessor in the same operating order, repair, condition and appearance as on the Commencement Date of such Unit, reasonable wear and tear only excepted, with all engineering changes prescribed by the manufacturer prior thereto incorporated therein, and Lessor shall arrange and Lessee shall pay for (i) such engineering changes not incorporated therein, and (ii) such repairs as are necessary to procure the commitment of the manufacturer to accept the Equipment for prime shift maintenance at its then standard rate. So long as Lessee uses the manufacturer's maintenance contract it shall have satisfied this sub-section (ii).

9. RISK OF LOSS:

A. Responsible Parties: Lessee shall bear the entire risk of the Equipment being lost, stolen, destroyed or otherwise rendered permanently unfit or unavailable for use, however caused, unless caused by the fault of Lessor or its agent(s) ("Loss"). Lessee shall arrange, and Lessee shall pay for, insurance of the Equipment in such amounts and with respect to such risks as Lessor may reasonably require. Such insurance shall name as loss payees Lessor and Lessee, as their interests may appear.

B. Occurrence of Loss: If a Loss occurs with respect to a unit ("Loss Unit") Lessee shall promptly notify Lessor and shall: (i) replace the Loss Unit within thirty days after the Loss with identical equipment, the title to which shall vest in Lessor and which thereafter shall be considered the Unit subject to this Lease, and this Agreement shall remain in full force and effect as to such replacement Unit with no abatement in the rental payment hereunder; or (ii) pay to Lessor on or before the 10th day after: (a) the expiration of the 30 day period referred to in Section 9 B. (i) or (b) the date on which any insurance payment is made in respect of the Loss, whichever first occurs, an amount which shall be the greater of the full replacement value of the Loss Unit or the installments of rent then remaining unpaid as to the Loss Unit under this Agreement ("Loss Unit Value"), plus all unpaid rental payments attributable to the Loss Unit to and including the date of payment of the Loss Unit Value. Upon such payment this Agreement shall terminate with respect to the Loss Unit.

C. Repairable Damage: In the event of repairable damage to a unit, this Agreement shall remain in full force and effect with respect to such Unit with no abatement in the rental payable hereunder, and Lessee shall cause the Unit to be repaired.

D. Insurance: All insurance proceeds payable with respect to any Loss or repairable damage to a Unit shall be paid or credited to Lessee.

10. ASSIGNMENT AND SUBLEASE: Lessee shall keep and maintain this Agreement and the Equipment free and clear of all liens, charges, security interests, and encumbrances whatsoever (except those placed on same by Lessor). Lessee shall not assign this Agreement or any of its rights hereunder, or sublease the Equipment, without the prior written consent of Lessor, except that Lessee may assign this Agreement or sublease the Equipment to any parent or subsidiary corporation of Lessee. No permitted assignment or sublease shall relieve Lessee of any of its obligations hereunder.

11. SECURITY INTEREST:

A. Obligations of Lessee: If Lessor (i) assigns its interest hereunder (ii) grants a security interest in this Agreement, any Unit or monthly rental or other sums payable hereunder as security for any loans or advances made by a third party ("Secured Party"), Lessee shall, upon receipt of notice of any such assignment or grant, and upon receipt of instructions pertaining thereto from Lessor, thereafter pay all sums due hereunder to such assignee or Secured Party in the manner specified in such instructions. Thereafter, provided that there is no interference with Lessee's right of quiet enjoyment and use of the Equipment referred to in paragraph D. hereof, Lessee's obligations hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, recoupment, defense, offset or counterclaim available to Lessee against Lessor for any reason whatsoever (other than interference with such right of quiet enjoyment and use), it being the intention of the parties hereto that the rentals and other amounts payable by Lessee hereunder shall continue to be payable in all events and at all times herein provided (other than interference with such right of quiet enjoyment and use), until this Agreement is terminated.

B. Execution of Documents: Upon receipt of notification under Section 11 A., Lessee shall, at the request of Lessor, execute such documents as may be reasonably necessary to effect such assignment or grant and to perfect the interest of such assignee or Secured Party.

C. Rights of Secured Party: Secured Party shall have and may exercise any and all rights, powers and discretions of Lessor hereunder. Secured Party shall not be responsible for any of the obligations or liabilities of the Lessor hereunder.

D. Quiet Possession: Notwithstanding any assignment or grant by Lessor described in Section 11 A., and so long as Lessee shall not be in default hereunder, neither Lessor nor any assignee nor any Secured Party nor any other person shall interfere with Lessee's right of quiet enjoyment and use of the Equipment.

12. INSURANCE: During the term of this Agreement, at its expense, Lessee shall maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of the Equipment, written by an insurance company duly authorized to do so under the law of each jurisdiction in which any Unit is located and approved by Lessor, in such amounts, with respect to such risks, as Lessor shall from time to time reasonably require. Lessor and Secured Party shall be named as insureds in such policy. Evidence of such insurance coverage shall be furnished to Lessor upon demand.

13. INDEMNIFICATION: Lessee shall indemnify, defend and hold Lessor, its assignees and Secured Party harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities ("Claims"), including attorney's fees, arising out of, connected with or resulting from the use, design, manufacture, ownership, control, operation, possession of or defect in the Equipment or any patent infringement arising therefrom, during the term of this Agreement.

14. EVENTS OF DEFAULT: An event of default ("Event of Default") shall occur hereunder if: (i) Lessee fails to pay the monthly rental or any other material amount on or before the 10th day after notice from Lessor to Lessee that the same is overdue; (ii) Any representation or warranty proves to be false or misleading as of the date it was given by Lessee; (iii) Lessee fails to observe or perform any term, condition, obligation, agreement, or covenant, and such failure continues for a period of ten days after receipt of notice thereof from Lessor; (iv) Lessee assigns this Agreement, or removes, transfers, encumbers, sublets or parts with possession of any Unit, attempts to do any of the foregoing, or suffers or permits any of the foregoing, except as expressly permitted herein; (v) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer or similar pleading admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or any substantial part of its business, assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation, or (vi) Within 30 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such proceedings, shall not have been dismissed, or if within 30 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or any substantial part of its business, assets or properties, such appointment shall not be vacated.

15. REMEDIES:

A. Express Remedies: If an Event of Default occurs, Lessor may do one or more of the following: (i) impose upon Lessee a service charge on all amounts due hereunder but unpaid for more than ten days, such charge to be calculated at a rate equal to 12% per annum, or the maximum legal rate, whichever is lower, for each month or fraction thereof such amounts remain unpaid; (ii) terminate this Agreement as to the Equipment or any Unit; (iii) with or without terminating this Agreement as to the Equipment or any Unit, take immediate possession of the Equipment or any Unit, wherever situated, and for such purpose enter upon any premises without any liability whatsoever for such entry; (iv) sell, dispose of, hold, use or lease the Equipment or any Unit as Lessor in its sole discretion may determine, provided that Lessor shall make a reasonable effort to mitigate damages; or (v) by notice to Lessee, declare immediately due and payable all monies to be paid by Lessee as to the Equipment during the Initial Term (or, if the Initial Term has expired, during any extended term then in effect); and Lessee shall thereupon be obligated to pay such monies to Lessor immediately.

B. No Waiver: The subsequent acceptance of rental payment(s) by Lessor shall not be deemed a waiver of any prior existing Event of Default by Lessee regardless of Lessor's knowledge of such prior existing Event at the time of acceptance of such rental payment(s).

C. Cumulation: All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy permitted herein or by Law. Lessee shall be liable for all expenses incurred by Lessor in connection with such Event of Default, including court costs and reasonable attorney's fees.

16. WARRANTIES:

A. Disclaimer of Warranties: EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL OR OTHER AMOUNT PAYABLE HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSEE, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING.

B. Enforcement of Warranties: Lessor shall, at the request and expense of Lessee, undertake to enforce for the benefit of Lessee such rights as Lessor may be entitled to enforce against the manufacturer of the Equipment. If such enforcement results in a cash recovery, such recovery shall be apportioned between Lessor and Lessee as their interest may appear.

17. GENERAL:

A. Personal Property: The Equipment remains the personal property of Lessor and Lessee shall permit Lessor to affix appropriate evidence of such ownership hereto, which shall not be removed, defaced or covered in any way. Lessor may remove the Equipment at any time subsequent to the termination of this Agreement.

B. Entire Agreement: This Agreement (together with all schedules and attachments hereto) constitutes the entire agreement between Lessor and Lessee and no provision hereof may be amended or modified except in a writing signed by Lessor and Lessee. No provision of this Agreement may be waived except in a writing signed by the party from whom such waiver is sought, and any such waiver shall be effective only in the specified instance and for the specific purpose given.

C. Condition of Equipment: Any Unit may be either new or reconditioned used Equipment.

D. Notices: All notices hereunder shall be in writing and shall be delivered in person by registered or certified mail, postage prepaid to the address of the party contained herein. Either party may change its address for notice purposes by notifying the other party in the manner aforesaid of such change.

E. Severability: Any provision hereof prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall, at the sole option of Lessor, be ineffective as to such jurisdiction without invalidating the remaining provisions of this Agreement, provided however, that where the provisions of any such applicable law may be waived, they are hereby waived by Lessee to the full extent permitted by law.

F. Governing Law: This Agreement and any other instrument executed in connection herewith shall be governed by the laws of the State of Texas.

G. Corporate Authority: The parties herein covenant and warrant that the persons executing this Agreement on their behalf have been duly authorized to do so execute this Agreement, and this Agreement constitutes a valid and binding obligation of the parties hereto.

H. Survival: All representations, warranties, covenants and covenants contained in this Agreement shall continue in full force and effect and shall survive notwithstanding the full payment of all amounts due hereunder or the termination of this Agreement in any manner whatsoever.

I. Landlord's and Mortgagee's Waiver: If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Unit is located.

J. Performance of Lessee's Obligations: If Lessee shall fail to make any payment or perform any act required by this Agreement, Lessor may, but shall not be obligated to, make such payment or perform such act, without notice to or demand upon Lessee and without waiving or releasing any obligations or default.

K. Upgrades: Lessor hereby agrees to upgrade the Equipment on such terms and conditions as may be mutually acceptable to Lessor and Lessee.

Mailed to Assignee

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

LIBER - 488 PAGE 463
 Identifying File No. 258059

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHERWOOD FORREST CLUB
 Address SHERWOOD FORREST MARYLAND 21405

2. SECURED PARTY

Name Baldwin Service Center, Inc.
41 Defense Highway
 Address Annapolis, Maryland

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- New IH Tractor MN# 484 SN#8991
 1- New IH Loader MN# 2250 SN# 18597

RECORD FEE 11.00

POSTAGE .50

E. AUBREY COLLISON
 CLERK

1985 AUG 21 AM 8:34

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

#04094 C237 R01 T08:37

AUG 21 85

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. O. Dorsey
 (Signature of Debtor)
J. O. Dorsey, Operations Manager
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
 (Signature of Secured Party)
Baldwin Service Center, Inc.
 Type or Print Above Signature on Above Line

11.00 .50

[Handwritten initials]

25
20 97

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

8/3 85 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245755 in Office of Clerk of Court A.A. MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Liber 488 Page 6

Mail to → David W Musco + Sherry Musco ↙
428 Royal Beach Rd Pasadena MD 21222

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Bank
Secured Party

By M.D. Heard
Its Branch Office Manager

Form 91 MD (3-79)

98722



FILED

1985 AUG 22 AM 10:47

FINANCING STATEMENT

For Filing Officer - (Date, Time, No. and Office):

To Be Not To Be Recorded in Land Records

This Financing Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor and Address: Campbell's Kitchen & Bath, Inc.
2124 Priest Bridge Drive
Crofton, MD 21114
OR
2423 Kinderbrook Lane
Bowie, MD 20715

2. Secured Party and Address: Fenco, Incorporated
24 Morris Mill Road
P. O. Box 538
Staunton, Virginia 24401

3. This Financing Statement covers the following types of personal property:
All accounts receivable of the Debtor.

4. The proceeds of collateral are covered.

5. This transaction is not subject to recordation tax.

Debtor: Campbell's Kitchen & Bath, Inc. Secured Party: Fenco, Inc.

By: Donna L. Campbell
Vice President

By: [Signature]
VICE PRESIDENT

Please return to Secured Party at address indicated above.

FILED
1985 AUG 22 AM 10:48

Mailed to Secured Party

98723

[Signature]
11.00
.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 31st, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Solomon, Robert, S. and Solomon, Suzanne, R.

Address 720 Fairway Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Dickerson Farr 37' 37' 5" Hull # DBBF3719J585
Engine: Volvo model # MD11D867674, 25hp, serial # 59172
Additional Equipment: 10 bags of sails, loran, VHF

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NOT SUBJECT TO RECORDATION TAX
JUL 31 1985

(Signature of Debtor)

Robert S. Solomon

Type or Print Above Name on Above Line

(Signature of Debtor)

Suzanne R. Solomon

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00
50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

98727

FILED

1985 AUG 22 AM 10:48

mlg

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 31st, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Solomon Yacht Service Company

Address 720 Fairway Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 Dickerson Farr 37' 37' 5" Hull # DBBF3719J585
Engine: Volvo model # MD11D867674, 25hp, serial # 59172
Additional Equipment: 10 bags of sails, loran, VHF

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Solomon Yacht Service Company

(Signature of Debtor)

Robert S. Solomon/President

Type or Print Above Name on Above Line

Robert S. Solomon

(Signature of Debtor)

Type or Print Above Signature on Above Line

NOT SUBJECT TO RECORDATION TAX

[Signature]

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

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1985 AUG 22 AM 10:48

98727

11.00
50
[Signature]

LIBER - 488 PAGE 468

258067

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Dr. Kay M. Vitek, D.V.M.
Southgate Shopping Plaza
312 Hospital Drive
Glen Burnie, MD 24061

2. Secured Party(ies) and address(es)
Affiliated Capital Corp.
800 E. Northwest Hwy.
Palatine, IL 60067

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property: S51082A51053A
NOT SUBJECT TO RECORDATION TAX

- (1) Universal Unimatic 325, Model 3487-3550
- The following list of accessories to be included:
- 6 Hangers 1 Poly Tank Control MR0169-0585
- 3 Cassettes 1 Dryer Rack Transformer MW0553-0685
- 2 Aprons 1 Safe Light Tube 88420
- 2 Prs. of Gloves 1 Lead Marking Kit Grid K4434
- 1 Lead Blocker

5. Assignee(s) of Secured Party and Address(es)
Deerfield Federal Sav-
ings & Loan, 745 Deer-
field Rd., Deerfield, IL
60015

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of Circuit Court, P.O. Box 71, Annapolis, MD 21404
(Ann Arundel County)

Please see attached lease page

Affiliated Capital Corp.

By: for original debtor's signature
Signature(s) of Debtor(s)

By: *L. Showance*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

98732

FILED
1985 AUG 22 AM 10:48

mly 13.00
.50

Affiliated Capital



LESSOR

LIBER - 488 PAGE 469

Affiliated Capital Corp.
800 E. Northwest Highway
Palatine, Illinois 60067
1-800-323-5007
In Illinois (312) 991-5150

LEASE

No. S51082A51053A

Refer to Above No. On
All Correspondence

NAME AND ADDRESS OF LESSEE:

Dr. Kay M. Vitek, D.V.M.
Southgate Shopping Plaza
312 Hospital Drive
Glen Burnie, Maryland 24061

NAME AND ADDRESS OF SUPPLIER:

Maryland X-Ray Sales & Service
806 DeSoto Road
Baltimore, Maryland 21223

Person to Contact:

Dr. Vitek

Phone Number:

Salesperson:

Bob Auvil

Phone Number:

301-525-0011

Quantity

1

Description of Leased Equipment

(Include make, year, model, identification and model numbers or marks)

Universal Unimatic 325, Model 3487-3550

The following list of accessories to be included:

- 6 Hangers
- 3 Cassettes
- 2 Aprons
- 2 Pairs of Gloves
- 1 Lead Marking Kit
- 1 Lead Blocker
- 1 Poly Tank
- 1 Dryer Rack
- 1 Safe Light

System includes:

Control MR0169-0585 Tube 88420

Transformer MW0553-0685 Grid K4434

Price

\$9,864.76

Total Price \$ 9,864.76

Sales Tax 493.24

Other Delivery 225.00

TOTAL COST 10,583.00

Equipment to be delivered to and located at: (Name & Address)
Same as above

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

Terms of Lease	Effective Date of Lease	1st Payment Due	Amount of each Rent Payment	Security Deposit
60	8-1-85	8-1-85	\$274.10	\$-0-

No. of Months

Special Terms and Conditions:

None

SCHEDULE OF RENEWAL TERMS

\$274.10 Payable Annually
In Advance

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR, hereby leases to the above-named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **SECURITY DEPOSIT.** LESSEE has pledged and deposited with LESSOR the amount specified as security for LESSEE'S prompt and full payment of rent, and faithful and timely performance of this Lease. In the event LESSEE shall make any default hereunder, LESSOR shall have the right, but shall not be obligated, to apply said security to the curing of such default. Any such application by LESSOR shall not be a defense to any action by LESSOR in any way connected with any such default. In any such event, LESSEE shall promptly restore the security deposit to its full amount as set forth. Upon the return of the Equipment to LESSOR at the termination of this Lease, and if all the conditions herein have been fully complied with and LESSEE shall not be in default, the remaining balance of the security deposit shall be refunded to the LESSEE, without any interest thereon.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face hereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten per cent (10%) of

said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting, however, federal, state and local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE's right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessee has caused this lease to be executed by a duly authorized person and Lessor has accepted the same as set forth below.

Date

8/1/85

Date

July 25, 1985

Date Prepared

Accepted By

David Lermi

VP
Title

Name of Lessee

Dr. Kay M. Vitek, D.V.M.

By

Signature

Title

THIS IS A NON-CANCELLABLE LEASE

LEASE ORIGINAL 1

AFFIX CORPORATE SEAL AFTER SIGNING
(If Lessee is a Corporation)

ORIGINAL SIGNATURE
REQUIRED ON ALL COPIES

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hereunder as to any one or more of the units of Equipment, wharapen on right, title and interest of LESSEE to or to the use of such units shall terminate, and LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby indemnifying and holding LESSOR harmless from liability for any damages occasioned by such taking of possession) or may, at LESSOR's election, require LESSEE at LESSEE's expense to deliver any or all of the Equipment F.O.B. to a common carrier of such location crated and packed on board such carrier; (E) in the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units of public or private sale as LESSOR may determine or otherwise dispose of, hold, use, operate, lease to others or keep idle such unit or units, as LESSOR in its sole discretion may determine, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph F or G below; (F) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter at any time exercise any of its rights under paragraph E above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an aggregate sum, which at the time of such termination, represents the then present value of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease such present value to be computed in each case on the basis of a five per cent (5%) per annum discount factor from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated; (G) in the event LESSOR, pursuant to paragraph E above, shall have sold or leased any unit or units of Equipment, then in lieu of exercising its rights under paragraph F above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such then in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof on account of such unit or units as of the date of sale, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred in connection therewith and the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if leased, the present value of any rent, computed in each case on the basis of a five per cent (5%) per annum discount factor; (H) in addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith; (I) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become obligated to such unit or units of Equipment by quit claim conveyance, as is, where is without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON-WAIVER. No covenant or condition of this Lease shall be applicable only to the specific instance and for the specific purpose given. For avoidance of doubt, any waiver or modification by LESSOR upon any breach or default by LESSEE or in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite said forbearance or indulgence. No waiver of any single breach or default shall be deemed a waiver of any other breach or default thereafter or thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify, defend and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fees, liabilities, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects and whether or not discoverable by LESSOR). The indemnities and assumptions of liability under this paragraph 11 shall continue to full force and effect notwithstanding the termination of this Lease or the expiration of the term hereof whether by expiration of time, or by operation of law or otherwise.

12. RENT ABSOLUTE. The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and defenses against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. Lessee shall keep the Equipment at its place of business or at the address for shipment as specified above. Without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become attached to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached to any manner to what is permanently by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its attachment to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the Equipment, or any part thereof, may now be, or hereafter may become, in any manner attached to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanently by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed to a prominent place LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the state where the Equipment is to be or to be located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept in writing the Equipment or deliver written notice to LESSOR specifying any defect or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than legally licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and hold LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon its premises and to take possession of said Equipment without requiring court action or legal process and agree to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE's request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all services, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune-ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby, shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and collisions in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way related to the Equipment. In the event of damage of any kind whatsoever to any item of Equipment (unless the same is, in LESSOR's determination, damaged beyond repair, lost, stolen or destroyed) LESSEE, at the option of LESSOR, shall at LESSEE's expense (A) place the same in good repair, condition and working order, or (B) replace the same with the Equipment of the same or a later model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor whichever of the following amounts is the greater:

either (A) an amount equal to the aggregate amount of unpaid rent for the balance of the term of the Lease, or the amount thereof proportionately allocable (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved, to be supplied by Seller. Upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled thereto, by quit claim conveyance, as-is, where-is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE's own expense, against such risks and of such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR. Its assigns and LESSEE as sole interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$300,000 per person, \$500,000 per occurrence; property damage liability - \$500,000 per occurrence; casualty, including vandalism, fire, collision if applicable, and other risks covered by extended coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificate of insurance shall provide that the insurance policies evidenced thereby shall not be cancelled or altered without at least thirty (30) days' prior notice to LESSOR. Its assigns and LESSEE. LESSOR may in its sole discretion at any time upon ten (10) days' written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may but without any obligation to do so, upon written notice to LESSEE, obtain any insurance coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately in the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, affecting any obligations of the LESSEE under this Lease. In the event of loss or damage to the Equipment or to the equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to risk of loss) the proceeds of such insurance shall be applied, at LESSOR's sole option, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE for rent hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue to full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE's obligations to pay rent hereunder, the LESSEE's obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that place of Equipment lost or damaged, and the amounts of rents so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE's right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR's written consent, and the conditions hereof shall bind any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE's right to possession in said Equipment, are subordinate to and subject to the rights and claims of any assignee against said Equipment under any mortgage, lien, retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or recapture possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event premises are agreed to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or refrain from paying directly to any such assignee, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall advise thereby and make payment as may thereto be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR's assignee provided that as such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR for performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit therefrom to a third party, this Lease shall be deemed to be a sublease; the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

23. NOTICES. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been theretofore notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. CONFESSOR OF JUDGEMENT. LESSEE HEREBY CONSTITUTES AND IRREVOCABLY APPOINTS ANY ATTORNEY OF LAW OF ANY COURT TO BE THE TRUE AND LAWFUL ATTORNEY OF LESSEE, AND, IN THE NAME, PLACE AND STEAD OF LESSEE, TO APPEAR FOR LESSEE IN ANY COURT OF RECORD AT ANY TIME IN ANY SUIT OR SUITS BROUGHT AGAINST LESSEE FOR THE ENFORCEMENT OF ANY RIGHT OF LESSOR HEREUNDER FOR PAYMENT OF RENT OR ANY OTHER SUM OF MONEY HEREUNDER DUE LESSOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TRIAL BY JURY, AND, FROM TIME TO TIME, TO CONFESS JUDGMENT OR JUDGMENTS IN FAVOR OF LESSOR FOR SUCH SUMS AND FOR COSTS OF SUIT AND FOR A REASONABLE ATTORNEY'S FEE IN FAVOR OF LESSOR TO BE FIXED BY THE COURT, AND TO RELEASE ALL ERRORS THAT MAY OCCUR OR INTERVENE IN SUCH PROCEEDINGS, INCLUDING THE ISSUANCE OF EXECUTION UPON ANY SUCH JUDGMENT, AND TO STIPULATE THAT NO APPEAL SHALL BE PROSECUTED FROM SUCH JUDGMENT OR JUDGMENTS, AND THAT NO PROCEEDINGS IN CHANCERY OR OTHERWISE SHALL BE FILED OR PROSECUTED TO INTERFERE IN ANY WAY WITH THE OPERATION OF SUCH JUDGMENT OR JUDGMENTS OR OF ANY EXECUTION ISSUED THEREON OR WITH ANY SUPPLEMENTAL PROCEEDINGS TAKEN BY LESSOR TO COLLECT THE AMOUNT OF ANY JUDGMENT OR JUDGMENTS, AND TO CONSENT THAT EXECUTION ON ANY JUDGMENT OR DECREE IN FAVOR OF LESSOR AGAINST LESSEE MAY ISSUE EORTHWITH.

25. SERVICE OF PROCESS. This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigation, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that service so made shall be deemed completed within five (5) days after such mailing, in the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE's agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigation, actions or proceedings instituted hereunder.

26. FURTHER ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts hereof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required of any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith to any public office of the United States or of any state or of any political governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

27. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the transferor, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

28. GENERAL. If more than one LESSEE is named in this Lease the liability at each shall be joint and several. LESSEE shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to the Equipment, and this Lease together with the Guaranty, the Acceptance of Installation and Delivery Receipt and the Purchase Order constitute the entire agreement between the parties. Any provisions hereof prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease; provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable to accordance with its terms. The title to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signs this Lease in the space provided hereinabove and entitled "Personally guaranteed by" has done so with the intention of thereby personally guaranteeing the same, and each person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.

Mailed to Secured Party

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Family Floors, Inc. 522 Ritchie Highway Severna Park, Md. 21116	SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Penny L. Jordan</i> Return to Secured Party
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3. This Financing Statement covers the following types for items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of retail floor coverings (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$16,400.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

S. ANNA HE Family Floors, Inc.
BROWN, Sec/TM

(Type Name)

By: *[Signature]*

By: *[Signature]*
CHARLES BROWN, Pres.

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

[Signature]

Penny L. Jordan
Union Trust

(Type Name)

7-29-

1985

(Date Signed by Debtor)

Original sent to SDAT to be recorded.

FILED

Mailed to Secured Party

1985 AUG 22 AM 10:48

98733

11.00
112.00
50

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

332-5281

COMPUTER MART DIVISION OF
 PERTEC COMPUTER CORPORATION
 2330 West Mission Lane, Suite #6
 Phoenix, Arizona 85021

LIBER - 488 PAGE 472

PURCHASE AGREEMENT

BRANCH NAME	BRANCH #	CUSTOMER #	SALES REPRESENTATIVE NAME	#	STOCK	HOME OFFICE USE ONLY
			Scott		WHSE	BRANCH
PURCHASER (LESSOR) NAME			CUSTOMER NAME			
ADDRESS			ADDRESS			
ADDRESS			ADDRESS			
CITY			CITY			
STATE	ZIP	TELEPHONE NO.	STATE	ZIP	TELEPHONE NO.	
		()	MD	21114	(301) 440-1000	
PRODUCT #	QUANTITY	EQUIPMENT DESCRIPTION	WARRANTY PERIOD	UNIT PRICE	TOTAL CHARGES	
	1	342B-D-02	10	11000	11,035	
	2	M-D MANUALS	10	715	1,430	
	1	2000DS P. 000	10	995	995	
	1	1200 DATA SYSTEM	10	499	499	

LICENSED PROGRAMS	(X) INDICATE MODIFICATION	WITH	WITHOUT	TOTAL CHARGES
OPERATING SYSTEM	OS-3200	///	///	0.00
INSTALLATION APPLICATION				
FLOOR MANAGEMENT			Y	599
ACCOUNTS RECEIVABLE			Y	1000
ACCOUNTS PAYABLE			Y	1000
PAIDROLL			X	1000
GENERAL LEDGER			Y	1000

INSTALLATION - TRAINING (PROGRAMS)		MAXIMUM HOURS	BILLABLE HOURS
		20	
Initial to the right if this is a HARDWARE ONLY SALE. Computer Mart is not responsible for application programs.	INITIALS	TAX EXEMPT <input type="checkbox"/>	FREIGHT CHARGES
		STATE TAX	COUNTY TAX
Initial to the right for acknowl- edgement of application program modification order form attached.	INITIALS	METHOD OF PAYMENT	
		<input checked="" type="checkbox"/> C.O.D.	<input type="checkbox"/> LEASE
DESIRED INSTALLATION DATE	Mailed to Secured Party		TOTAL CHARGES
			214
			5000
			16,428.10

8/5/85
Acct # 455798
Anne Brunetti
F.F.

"HG"

NOT SUBJECT TO RECORDATION TAX
PAID TO STATE ON 3/5/85 \$45.65
rec'd 2/11/85

STATE OF MARYLAND LIBER - 488 PAGE 473

FINANCING STATEMENT FORM UCC-1 Identifying File No. 258069

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ See below
If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PARKWAY DISTRIBUTORS
Address 7270 PARK CIRCLE DRIVE DORSEY, MD. 21070

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P.O. Box 8300 LONGRIDGE ROAD
STANFORD, CONNECTICUT 06904
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE HONEYWELL HKS-10 TELEPHONE SYSTEM EQUIPPED AS FOLLOWS:
12 12-LINE TELEPHONE SETS W/ FEATURE KEYS
1 KEY SERVICE UNIT W/ POWER SUPPLY
3 4-CIRCUIT LINE CARDS
3 4-CIRCUIT STATION CARDS
1 PAGE ACCESS CARD (EXTERNAL)
1 MUSIC ON HOLD CARD
CHECK THE LINES WHICH APPLY

UCC # 830719

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) FIXTURE FILING

THE ABOVE GOODS ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED ON THE ATTACHMENT(S) HERETO, AND THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS. SEE ATTACHMENT(S) FOR ADDITIONAL INFORMATION.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Max A. Hartman
(Signature of Debtor)

X MAX A. HARTMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dante M. Jak
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Ⓢ Recordation tax pd. to State on 3/5/85

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

29.10
.50

FILED
1985 AUG 22 AM 10:48

98734

Mailed to Secured Party
mlcf

**EQUIFAX
SERVICES**

SINGLE PROPERTY CHECK REPORT

LIBER - 488 PAGE 474

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108

File No. ns

APR 22 1985

4/17/85 15 12

PARKWAY INDUSTRIAL CENTER Location of property to be checked

Hanover, Md.

7270 Park Circle Drive

County or Township

Anne Arundel County

Hanover, Md. 21076

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
Parkway Industrial Center, Box 8754 Baltimore, Md.	Samuel Levin & Rose Levin	18 Jan 65	n/a	n/a	1828	534

(Give additional description of property if requested by customer's overprint.)

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$ 921,700	\$ 3,403,460	\$ 4,325,160.00

MORTGAGES (Check here if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page

REMARKS: Cover any unusual situation in connection with the checking of the records.

068/sm

Application No. H-51047
Written by: CFR, JR:mef

THIS DEED, Made this 18th day of January, in the year one thousand nine hundred and sixty-five, by and between JESSUP ROD AND GUN CLUB, INC. a body corporate of the State of Maryland, party of the first part, Grantor; and PARKWAY INDUSTRIAL CENTER, a limited partnership under the Laws of the State of Maryland, party of the second part, Grantee.

192373

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, as tenants in partnership and their assigns, in fee simple, all those three parcels of land situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:-

BEGINNING FOR PARCEL 1 at a stone found at the beginning of the First or South 49-1/2 degrees West 16 perches line of the First parcel of that land which by deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 250 at Folio 395 was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single, to Christian L. Smith, and running thence with and binding on the First, Section and Third lines of said parcel, the following three courses and distances, viz: (1) South 41 degrees 08 minutes 39 seconds West 296.19 feet to a stone found, (2) North 57 degrees 05 minutes 04 seconds West 412.55 feet to a stone found, and (3) South 65 degrees 07 minutes 06 seconds West 333.72 feet to a point set 0.66 feet North and 0.84 feet West of a natural stone found, thence with and binding on part of the Fourth line of said parcel, (4) North 56 degrees 00 minutes 11 seconds West 567.84 feet to the Southeast side of Race Road Thirty (30) feet wide, said point being on said Fourth line distant 49.88 feet Southeasterly from a stone found Northwest of Race Road, and on said Fourth line, thence with and binding on the Southeast side of Race Road, the following ten courses and distances viz: (5) North 33 degrees 18 minutes 27 seconds East 237.73 feet, (6) North 34 degrees 18 minutes 48 seconds East 149.10 feet, (7) North 34 degrees 55 minutes 48 seconds East 62.53 feet, (8) North 34 degrees 38 minutes 03 seconds East 107.27 feet, (9) North 33 degrees 55 minutes 02 seconds East 94.31 feet, (10) North 33 degrees 10 minutes 44 seconds East 60.25 feet, (11) North 34 degrees 00 minutes 44 seconds East 393.54 feet, (12) North 37 degrees 11 minutes 25 seconds East 186.21 feet, (13) North 39 degrees 17 minutes 32 seconds East 147.33 feet, (14) North 42 degrees 09 minutes 48 seconds East, 60.63 feet, to intersect the centerline of an old abandoned road, being the East property line of Parcel 1 as aforesaid, thence with said property line and with the centerline of the aforementioned old abandoned road being a common boundary between the herein named grantor and (a) Parcel 3 of the aforementioned Deed,

941 60



(b) the First Parcel of the B & O Railroad as described in G.W. 110 at Folio 165, and (c) Parcel 2 of the deed Firstly mentioned above, the following twenty courses and distances, viz: (15) South 21 degrees 01 minutes 17 seconds West 7.56 feet, (16) South 16 degrees 25 minutes 30 seconds West 42.14 feet, (17) South 02 degrees 31 minutes 40 seconds East 78.84 feet, (18) South 07 degrees 02 minutes 27 seconds East 56.01 feet, (19) South 16 degrees 14 minutes 25 seconds East 50.26 feet, (20) South 01 degrees 21 minutes 18 seconds East 86.98 feet, (21) South 00 degrees 32 minutes 03 seconds East 58.99 feet, (22) South 09 degrees 17 minutes 53 seconds East 72.09 feet, (23) South 10 degrees 05 minutes 56 seconds East 66.14 feet, (24) South 15 degrees 01 minutes 56 seconds East 86.05 feet, (25) South 18 degrees 05 minutes 35 seconds East 74.94 feet, (26) South 07 degrees 10 minutes 37 seconds East 102.99 feet, (27) South 13 degrees 52 minutes 14 seconds East 32.94 feet, (28) South 24 degrees 07 minutes 25 seconds East 90.07 feet, (29) South 29 degrees 24 minutes 05 seconds East 59.77 feet, (30) South 36 degrees 14 minutes 43 seconds East 265.94 feet, (31) South 17 degrees 23 minutes 38 seconds East 46.59 feet, (32) South 27 degrees 25 minutes 50 seconds East 85.01 feet, (33) South 30 degrees 21 minutes 28 seconds East 107.11 feet, (34) South 24 degrees 51 minutes 27 seconds East 44.00 feet, to the place of beginning, containing 22.18 acres of land, more or less, as now surveyed by C. D. Messick, Jr. & Associates, Inc. and shown as Parcel 1 on the plat attached hereto and being all of the First parcel of that land which by deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 250 at Folio 395, was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single, to Christian L. Smith.

BEGINNING for PARCEL 2 at a stone found at the beginning of the First or North 48-3/4 degrees East 7-1/2 perches line of the Second parcel of that land which by Deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 250 at Folio 395, was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single to Christian L. Smith, and running thence reversely with and binding on the closing line of said parcel and along the center line of an abandoned road, being the East property line of the First parcel of said deed, the following six courses and distances, viz: (1) North 24 degrees 51 minutes 27 seconds West 44.00 feet, (2) North 30 degrees 21 minutes 28 seconds West 107.11 feet, (3) North 27 degrees 25 minutes 50 seconds West 85.01 feet, (4) North 17 degrees 23 minutes 38 seconds West 46.59 feet, (5) North 36 degrees 14 minutes 43 seconds West 265.94 feet, and (6) North 29 degrees 24 minutes 05 seconds West 59.77 feet, to the southeast corner of the First parcel of the Baltimore & Ohio Railroad as described in G.W. 110 at Folio 165, thence with the Southeast side of said parcel, and reversely with and binding on the Fourth line of the Second parcel described in the deed Firstly mentioned above, (7) North 33 degrees 44 minutes 21 seconds East 305.84 feet, thence with and binding reversely on the Third line (erroneously called South 66-3/4 degrees West) of the Second parcel described in the deed Firstly mentioned above, being a common boundary between the herein named grantor and parcel 2 of the Maryland State Roads Commission as described in Liber J.H.H. 543 at Folio 393, (8) South 36 degrees 59 minutes 23 seconds East 343.45 feet, thence reversely with and binding on the Second and First lines of the Second parcel described in the deed Firstly described above, being a common boundary between the herein named grantor and the heirs of Hazel Hill, (9) South 03 degrees 19 minutes 27 seconds East 399.46 feet, and (10) South 41 degrees 08 minutes 39 seconds West 132.81 feet, to the place of beginning, containing 3.62 acres of land, more or less, as now surveyed by C. D. Messick, Jr. & Associates, Inc. and shown as Parcel 2 on the plat attached hereto and being all of the Second parcel of that land which by deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 250 at Folio 395, was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single to Christian L. Smith.

BEGINNING FOR PARCEL 3 at the intersection of the Southwest corner of the First parcel of the Baltimore & Ohio Railroad and as described in G.W. 110 at Folio 165, and the East property line of the First parcel of that land which by Deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 250 at Folio 395, was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single to Christian L. Smith and running thence

with and binding on the East property line of the aforesaid First parcel and also with the centerline of an abandoned road, the following ten courses and distances, viz: (1) North 15 degrees 01 minutes 56 seconds West 6.91 feet, (2) North 10 degrees 05 minutes 56 seconds West 66.14 feet, (3) North 09 degrees 17 minutes 53 seconds West 72.09 feet, (4) North 00 degrees 32 minutes 03 seconds West 58.99 feet, (5) North 01 degrees 21 minutes 18 seconds West 86.98 feet, (6) North 16 degrees 14 minutes 25 seconds West 50.26 feet, (7) North 07 degrees 02 minutes 27 seconds West 56.01 feet, (8) North 02 degrees 31 minutes 40 seconds West 78.84 feet (9) North 16 degrees 25 minutes 30 seconds East 42.14 feet, and (10) North 21 degrees 01 minute 17 seconds East 7.56 feet, to the South side of Race Road Thirty (30) feet wide, thence with and binding on the South side of said road, the following ten courses and distances, viz: (11) North 42 degrees 09 minutes 48 seconds East 37.98 feet, (12) North 46 degrees 16 minutes 45 seconds East 145.21 feet, (13) North 50 degrees 06 minutes 46 seconds East 71.05 feet, (14) North 55 degrees 13 minutes 44 seconds East 35.79 feet, (15) North 62 degrees 55 minutes 11 seconds East 61.88 feet, (16) North 75 degrees 36 minutes 33 seconds East 56.63 feet, (17) North 89 degrees 27 minutes 36 seconds East 37.56 feet, (18) South 85 degrees 50 minutes 56 seconds East 71.03 feet, (19) South 83 degrees 16 minutes 31 seconds East 119.89 feet, and (20) South 86 degrees 32 minutes 19 seconds East 55.11 feet, to the West side of the First parcel of land described in the deed firstly mentioned above, thence with said West side of First parcel, the following two courses and distances, viz: (21) South 31 degrees 08 minutes 11 seconds West 351.08 feet, and (22) South 41 degrees 50 minutes 51 seconds West 581.33 feet, to the place of beginning, containing 5.33 acres of land, more or less, as now Surveyed by C. D. Messick, Jr. & Associates, Inc., and shown as Parcel 3 on the plat attached hereto, and being all of the third parcel of that land which by deed dated November 29, 1941 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 250 at Folio 395, was granted and conveyed by Agnes Laffy and Estelle A. Laffy, single to Christian L. Smith.

BEING the same three parcels of land which by Deed dated December 17, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1638, folio 130, were granted and conveyed by Christian Lewis Smith and wife unto the party of the first part hereto, in fee simple.

SEE ALSO Confirmatory Deed dated *January 18, 1963*, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Christian Lewis Smith and Charlotte Elaine Smith, his wife, unto the party of the first part hereto.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises, unto and to the use of the said party of the second part, as tenants in partnership and their assigns, in fee simple, forever.

AND the said Grantor covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

LIBER - 488 PAGE 478

BOOK 1828 PAGE 537

IN TESTIMONY WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice - President to set his hand hereto.

WITNESS:

JESSUP ROD AND GUN CLUB, INC.



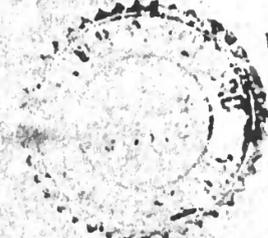
1960
James B. Falls
Secretary

BY: *Woodrow W. Tipton*
Vice President

STATE OF MARYLAND, BALTIMORE CITY/COUNTY, TO WIT:

I HEREBY CERTIFY, that on this *16th* day of *January*, 1965, before me, the subscribed, a Notary Public of the State aforesaid, personally appeared *Woodrow W. TIPTON*, who acknowledged himself to be the Vice - President of the Grantor corporation, and that he, as such Vice - President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of the said corporation by himself as Vice - President.

WITNESS: my hand and Notarial Seal.



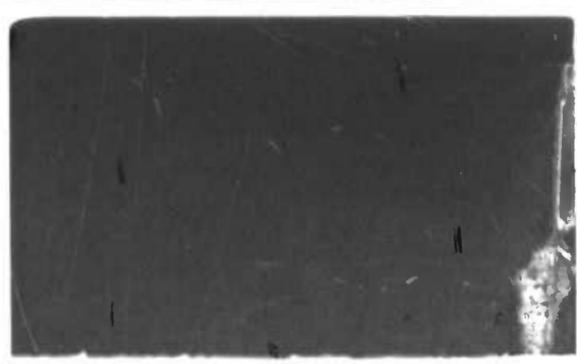
James B. Falls
Notary Public

My commission expires:- May 3, 1965



900

Jan 20 1965 12:35 P.M.
Filed at The Title Guaranty Co.



App. H-

Mailed to Secured Party

This Deed, Made this

18th day of

January

, in the year one

thousand nine hundred and sixty-five, by and between SAMUEL LEVIN and ROSE LEVIN, his wife, of the State of Maryland, parties of the first part, Grantors; and PARKWAY INDUSTRIAL CENTER, a limited partnership under the Laws of the State of Maryland, parties of the second part, Grantees.

192374
Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto the said parties of the second part, Grantees, as tenants in partnership, and their assigns, in fee simple, all -----

----- those ----- lot(s) of ground situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the first at the end of the fifth line of the tract of land conveyed by Mary M. Dempster to Mason P. Morfit by Deed dated July 16th, 1908 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60, folio 216, thence binding on the sixth line North 74-1/4 degrees West 83 perches to the first parcel of land which by Deed dated February 28th, 1906 was conveyed by said Mary M. Dempster to the Baltimore and Ohio Railroad, thence binding on said line Southwesterly 48 perches to a parcel of land which by Deed dated March 12th, 1910 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 74, folio 416 was conveyed by Mary M. Dempster to Abel C. Henrickle, thence binding on the same South 34 degrees East 40 perches, thence North 84 degrees West 3-3/4 perches to a stone heretofore planted as a corner between the land of said Mary M. Dempster and the land of Charles A. Disney, thence binding on land formerly owned by Charles A. Disney South 34 degrees East 64 perches, thence North 85-1/2 degrees East 11-3/10 perches to a lot of ground conveyed by Mary M. Dempster to Charles A. Brauer, thence binding on the same North 27 degrees East 107 perches to the place of beginning. Containing 46 acres of land.

BEING the same lot or parcel of ground which by Deed dated October 15th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1603, folio 420 was granted and conveyed by Benjamin Galler and wife to the within named Grantors.

BEGINNING for the second at the end of the first line of the land described in the Deed from William S. Smith and Mary Smith, his wife, to William A. Smith and Shirley F. Smith, his wife, dated April 14th, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 279, folio 261; thence from said beginning point running, reversely, along a portion of the first line of the above mentioned Deed, South 22 degrees 15 minutes East 292.23 feet to a point in the northwesterly right-of-way line of the Baltimore-Washington Expressway; thence, leaving said first line and running along said right-of-way, South 34 degrees 27 minutes 10 seconds West 822.66 feet to the point where said right-of-way line is intersected by the second line of the land described in the above mentioned Deed; thence, leaving said right-of-way line and running, reversely, along a portion of said second line, North 20 degrees 30 minutes East 1012.98 feet to the place of beginning. Containing 2.306 acres of land, more or less.

BEING the same lot or parcel of ground which by Deed dated January 9th, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1724, folio 335, was granted and conveyed by William A. Smith and wife, et al, unto the within named Grantors, in fee simple.

85-0309
Co. Anne Arundell
F.F.

"40"

rec'd 3/2/85

Acc # 155296

LIBER - 488 PAGE 480
STATE OF MARYLAND

258070

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ see below

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE LAW OFFICES OF CHRISTOPHER HARRIS HILL
Address 200 Hospital Drive Suite 113 Glen Burnie, MD 21061

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P.O. Box 5300 2100 LONG RIDGE ROAD
STAMFORD, CT 06904
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- ONE HONEYWELL HKS-10 KEY TELEPHONE SYSTEM EQUIPPED AS FOLLOWS:
 - 1 Key Service Unit w/ Power Supply
 - 2 4-Circuit line cards
 - 5 4-Circuit station cards
 - 1 Direct station selector
 - 16 12 line telephone sets w/ feature keys
 - 1 SMDE Interface Card
 - 1 SMDE Printer

see

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

FIXTURE FILING

THE ABOVE GOODS ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED ON THE ATTACHMENT(S) HERETO, AND THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS. SEE ATTACHMENT(S) FOR ADDITIONAL INFORMATION.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

CHRISTOPHER HARRIS HILL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

⊗ Recordation tax paid to state on 3-5-85

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

25.00
.50

FILED

Mailed to Secured Party

98734

[Signature]

1985 AUG 22 AM 10:48

**EQUIFAX
SERVICES**

SINGLE PROPERTY CHECK REPORT

APR 3 1985

LIDER - 488 PAGE 481

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108 File No. Cheryl

3/29/85 28 28

EMPIRE CORPORATION

Location of property to be checked Anne Arundel Co.
Glen Burnie Md. 200 Hospital Dr. County or Township Glen Burnie Md.
Suite 113

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
North Arundel Properties	The Arundel Venture	5/7/82			3488	647 648 649 650

(Give additional description of property if requested by customer's overprint.)

NOTE: Legal description is attached

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$ NOT REQUESTED	\$	\$

MORTGAGES (Check here if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page

REMARKS: Cover any unusual situation in connection with the checking of the records.

NOTE: This is the property listed at 200 Hospital Drive in Glen Burnie Md. through the computer run of Anne Arundel County.

068/cm

DEED PREPARED WITHOUT TITLE SEARCH

This Deed, MADE THIS 22nd day of January in the year one thousand nine hundred and seventy nine by and between NORTH ARUNDEL PROPERTIES, INC., a body corporate, organized and existing under the laws of the State of Maryland,

of THE ARUNDEL VENTURE of the first part, and

of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

The actual consideration paid or to be paid is \$17,920.00

the said party of the first part

RECORD FEE	14.00
RECORD TAX	126.00
TRANS TAX	89.60
COUNTY TAX	179.20
POSTAGE	.50

do grant and convey to the said party of the second part, its

personal representatives/successors and assigns in fee simple, all of the lot of ground situate in the Third Assessment District of Anne Arundel County, State of Maryland and described as follows, that is to say:

#01858 C345 R01 T11:03

SEE DESCRIPTION ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

MAY 7 82



RECEIVED FOR RECORDS
COURT CLERK
1982 MAY -7 AM 11:07
W. GARRETT LARIMORE
CLERK

140
126.00
89.60
179.20

14.00
126.00
89.60
179.20
50

I hereby certify that the property contained herein has been transferred as provided for under Article 81 Section 5-104 of the Maryland Code. District: 3rd CD

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part, its

personal representatives/successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor

Test:

Marian H. Holt

[Signature] (SEAL)
NORTH ARUNDEL PROPERTIES

_____ (SEAL)

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this 12th day of February, in the year one thousand nine hundred and seventy-nine, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Wilfred T. Azar, President, North Arundel Properties-----

known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires: July 1, 1982

SCHEDULE "A"PARCEL I:

BEGINNING for the same at a point located in the southerly right of way line of the existing Hospital Drive, said point also being located at the beginning of the third line of the parcel of land described in the conveyance from Homer W. Charles, et ux, to Melvin J. Wengert, et ux, by deed dated May 19, 1937, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.A.M. 165 Folio 11; thence leaving said right of way line and running along part of the third line of said conveyance, referring the courses of this description to the Maryland State Grid Meridian;

- (1) South 19 degrees 28 minutes 59 seconds East 239.54 feet to intersect the northerly right of way line of the proposed Hospital Drive; thence along said right of way line,
- (2) North 80 degrees 29 minutes 57 seconds West 16.38 feet; thence
- (3) North 68 degrees 05 minutes 40 seconds West 244.90 feet; thence
- (4) North 24 degrees 18 minutes 12 seconds West 28.85 feet to an iron pipe at the end of the tenth line of the parcel of land described in the conveyance from Max Melzer, et ux, to Melvin J. Wengert, et ux, by deed dated August 31, 1940, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 224, folio 151; thence reversely along part of said tenth line.
- (5) North 37 degrees 50 minutes 10 seconds East 103.59 feet to intersect the southerly right of way line of the proposed Hospital Drive Connection No. 1; thence along said right of way line,
- (6) Along a curve to the right 57.21 feet, said curve having a radius of 125.00 feet and being subtended by a chord of North 74 degrees 33 minutes 33 seconds East 56.71 feet; thence
- (7) North 77 degrees 51 minutes 33 seconds East 36.49 feet to intersect the first mentioned southerly right of way line of the existing Hospital Drive; thence along said right of way line,
- (8) North 87 degrees 41 minutes 01 seconds East 21.50 feet to the point of beginning; containing 0.718 acres of land, more or less.

PARCEL II:

BEGINNING for the same at a stone found at the beginning of the 10th line of the parcel of land described in the conveyance from Max Melzer, et. ux., to Melvin Wengert, et. ux., by deed dated August 31, 1940 and recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 224, folio 151, said stone also being located at the end of the 5th line of the parcel of land described in the conveyance from Dennis W. Wood et. ux., to Dennis W. Wood, Jr., et. ux., by deed dated April 19, 1950 and recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 567, folio 24, thence reversely along part of said 5th line, referring the courses of this description to the Maryland State Grid Meridian;

- (1) South 24 degrees 02 minutes 59 seconds East 12.67 feet to intersect the northerly right-of-way line of the proposed Hospital Drive Connection No. 1, thence along said right-of-way line,
- (2) North 82 degrees 31 minutes 11 seconds West 5.91 feet to intersect the northerly right-of-way line of the existing Hospital Drive, thence along said right-of-way line,
- (3) North 45 degrees 26 minutes 52 seconds West 6.12 feet to intersect the said 10th line of the 1st mentioned conveyance, thence reversely along part of said 10th line.
- (4) North 37 degrees 50 minutes 10 seconds East 8.24 feet to the point of beginning; containing 56.945 square feet of land more or less.

LIBER - 488 PAGE 485

BOOK 3488 PAGE 650

Parcels No. 1 and No. 2 subject to variable width revertible easements for supporting slopes, as shown on the attached survey plat.

BEING part of the parcel of land described in the conveyance from Homer W. Charles, et. ux., to Melvin J. Wengert, et. ux., by deed dated May 19, 1937 and recorded among the Land Records of Anne Arundel County, Maryland in Liber F.A.M. 165, folio 11.

Mailed to Secured Party

-2-

M. Bruce Morgan

#85-0661
C-Ann-Aru del
F.F.

"ACS"

rec'd 3/24/85

LIBER - 488 PAGE 486
STATE OF MARYLAND

258071

11

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. See below

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. E. Meintzer & Sons, Inc.
Address 7710 Baltimore-Annapolis Blvd Glen Burnie MD 21061

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P.O. Box 8300, 2100 Long Bridge Road Stamford, CT 06904
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Honeywell Electronic Key System equipped as follows:
1 Key Service Unit w/ Power Supply
2 4-circuit line cards
2 4-circuit station cards
7 12-button Electronic Key Telephones
1 Direct Station Selector (Excise w/ Digital Display)
3 External Speakerphones

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

X Roger Z. Howard
(Signature of Debtor)

X Roger Z. Howard
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janita M. Lab
(Signature of Secured Party)

Type or Print Above Signature on Above Line

⊗ Recordation tax filed with state 6-7-85
Total Equip. \$8040; Tax pd. \$2640

13.00
50

98734

mlg

FILED
1985 AUG 22 AM 10:48

**EQUIFAX
SERVICES**

SINGLE PROPERTY CHECK REPORT

LIBER - 488 PAGE 487

APR 3 1985

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108 File No.
Cheryl

3/29/85 28 27

SHORE & ASSOCIATES

Glen Burnie Md. 7760 Balto-Annapolis
BLvd. County or Township

Anne Arundel Co.

Glen Burnie

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
John E. Meintzer, Jr. c/o Shore One Assoc.	George M. Gunther	8/23/82	ns	ns	3512	670

(Give additional description of property if requested by customer's overprint.)

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$ NOT REQUESTED	\$	\$

MORTGAGES (Check here if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page
NOT REQUESTED					

REMARKS: Cover any unusual situation in connection with the checking of the records.

Legal description enclosed.

068/cm

LIBER - 488 PAGE 488

BOOK 3512 PAGE 670

THIS DEED, Made this 27th day of August, in the year nineteen hundred and eighty-two, by GEORGE M. GUNTHER of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$115,820.00), including the amount of any mortgage or deed of trust given or assumed by the grantee herein, the receipt of which being hereby acknowledged, the said George M. Gunther, does hereby grant and convey unto JOHN E. MEINTZER, JR., BENJAMIN MEINTZER, and E. PATRICK COLE, D/B/A SHORE ONE ASSOCIATES, a Maryland General Partnership, its successors and assigns, in fee simple, all that certain lot of ground situate in the THIRD Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a pipe set at the intersection of the Baltimore and Annapolis Boulevard and the southernmost line of Lot No. 3, Section C, as shown on the Plat of Sumac Fields; and running thence, binding on the Baltimore and Annapolis Boulevard, North 18 degrees 55 minutes West 145 feet to a point at the intersection of the west side of Baltimore and Annapolis Boulevard and Sumac Avenue, and thence, binding on the south side of Sumac Avenue, as widened, South 71 degrees 2 minutes West 118.62 feet and South 49 degrees 45 minutes West 33.68 feet to the easternmost line of Lot No. 4, Section C, as shown on said plat; thence binding on the easternmost line of said Lot No. 4, Section C, South 18 degrees 59 minutes East 155.63 feet to a pipe set on the southernmost line of Lot No. 3, Section C, as shown on said plat; thence binding on the southernmost line of Lot No. 3, Section C, North 50 degrees 1 minute East 62.91 feet and North 70 degrees 49 minutes East 91.14 feet to the place of beginning.

BEING the same property conveyed unto the said George M. Gunther by deed from The Jarco Realty Corporation dated June 8, 1973, and recorded among the Land Records of Anne Arundel County at Liber No. 2597, folio 322.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging and in any wise appertaining.

TO HAVE AND TO HOLD said lot or parcel of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining unto and to the proper use and benefit of the said John E. Meintzer.

RECORD FEE 15.00

RECORD TAX 812.00

TRANS TAX 579.10

COUNTY TAX 1158.20

POSTAGE .50

100433 C040 R01 711:17
AUG 23 82

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1982 AUG 23 AM 11:18

Mailed to Secured Party

I hereby certify that the property contained herein has been transferred as provided for under Article 81 Section 8-104 of the Maryland Code.
District 3rd

15.00
812.00
579.10
1158.20
50

11
2188

#85-0061
Case "Anne from del"

"HCS"

rec'd 3/26/85

258072

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$44,100

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. E. Meintzer & Sons, Inc.
Address 7710 Baltimore - Annapolis Blvd. Glen Burnie, MD 21061

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O. Box 8300, 2100 Long Bridge Road, Stamford, CT 06904
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Honeywell Electronic Key System equipped as follows:
1 Key Service Unit with Power Supply
2 4-circuit line cards
2 4-circuit station cards
7 12-button Electronic Key Telephones
1 Direct Station Selector Console w/ Digital Display
3 External Speakerphones

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Roger J. Howard
(Signature of Debtor)

J. E. MEINTZER & SONS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dante M. Jahn
(Signature of Secured Party)

Type or Print Above Signature on Above Line

⊕ Recordation tax filed with state 6-7-85
Total equip. \$8040; Tax pd. \$2640

FILED
1985 AUG 22 AM 10:48

1.00
.50

98734 *mlg*

485-0309
Ct Anne Arundel

"#0"

void 3/12/85

258073

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ see below

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE LAW OFFICES OF CHRISTOPHER HARRIS HILL
Address 200 Hospital Drive, Suite 113 Bldg Burnie, MD 21061

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P.O. Box 3300 240 LONG RIDGE ROAD
STAMFORD CT 06404
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- ONE HONEYWELL HKS-10 KEY TELEPHONE SYSTEM EQUIPPED AS FOLLOWS:
 - 1 KEYSERVICE UNIT w/ POWER SUPPLY
 - 2 4-CIRCUIT LINE CARDS
 - 5 4-CIRCUIT STATION CARDS
 - 1 DIRECT STATION SELECTOR
 - 16 12 LINE TELEPHONE SETS w/ FEATURE KEYS
 - 1 SMTR. PRINTER
 - 1 SMTR. INTERFACE CARD
- CHECK THE LINES WHICH APPLY

UCC

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

X [Signature]
(Signature of Debtor)

CHRISTOPHER HARRIS HILL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Ⓢ Recordation tax paid to state on 3/21/85
Total Equipment \$13045⁰⁰. Tax paid \$33⁰⁰

FILED
1985 AUG 22 AM 10:48

11.00
50

98734 [Signature]

CP# 85-0194
C/O Anne Arundel

"HCS"

rec'd 2/11/85

258074

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ see below

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PARKWAY DISTRIBUTORS
Address 7270 PARK CIRCLE DRIVE DORSEY, MD 21076

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
Address P.O. BOX 8300 LONG RIDGE ROAD
STANFORD, CONNECTICUT 06904
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE HONEYWELL HKS-10 TELEPHONE SYSTEM EQUIPPED ^{AS} _{FOURX05}
12 12-LINE TELEPHONE SETS w/ FEATURE KEYS
1 KEY SERVICE UNIT w/ POWER SUPPLY
3 4-CIRCUIT LINE CARDS
3 4-CIRCUIT STATION CARDS
1 PAGE ACCESS CARD (EXTERNAL)
1 MUSIC ON HOLD CARD

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Max A. Hartman
(Signature of Debtor)

MAX A. HARTMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna M. Loh
(Signature of Secured Party)

Type or Print Above Signature on Above Line

ucc # 832700

Mailed to Secured Party

FILED
1985 AUG 22 AM 10:48

Ⓢ Recordation Tax paid to state 3/5/85

11.00
50

98734

mlg

BC-3063

F/R A.A. 20

LIBER - 488 PAGE 492

AMENDMENT TO FINANCING STATEMENT

THIS AMENDMENT TO FINANCING STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. _____, RECORDED IN LIBER 486, FOLIO 374 ON July 1, 1985.

TO BE RECORDED AT:
Circuit Court for Anne Arundel County
Financings Statement Records

NOT SUBJECT TO
RECORDATION TAX

This Amendment to Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1985 AUG 22 AM 10:48

FILED



- 1. NAME AND ADDRESS OF DEBTOR: DORSEY BUSINESS CENTER LIMITED PARTNERSHIP
7223 Parkway Drive, Suite 209
Hanover, Maryland 21076
- 2. NAME AND ADDRESS OF SECURED PARTY: HOWARD COUNTY, MARYLAND
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043
- 3. NAME AND ADDRESS OF ASSIGNEE: EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21202
Attn: Frederick W. Nizer,
Vice President

3. The Debtor has granted to the Secured Party and the Assignee the interest of the Debtor in additional real property located in Howard County, Maryland (the "Additional Land") pursuant to the First Amendment to Deed of Trust (the "First Amendment") dated July 15, 1985 between the Grantor and Joseph V. Prado and Frederick W. Nizer as trustees (the "Trustees"), which First Amendment modifies and amends the Deed of Trust dated June 25, 1985 between the Grantor and the Trustees (the "Deed of Trust").

4. Accordingly, the Original Financing Statement referred to above (the "Original Financing Statement") is hereby amended to substitute the description of the real property described in Exhibit B attached to the Original Financing Statement and made a part thereof with the description of the real property which includes the Additional Land and is more particularly described in Exhibit X hereto and made a part hereof, and the Original Financing Statement is further amended as follows:

98735

50.00
50

(a) all references in the Original Financing Statement to "Real Property" shall mean the real property located in Howard County, Maryland and more particularly described in Exhibit A to the Original Financing Statement and Exhibit X hereto, and the improvements thereon;

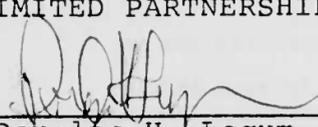
(b) all references in the Original Financing Statement to "Deed of Trust" shall mean the Deed of Trust as amended by the First Amendment.

5. The Assignee is the Secured Party of Record.

Debtor:

DORSEY BUSINESS CENTER
LIMITED PARTNERSHIP

By

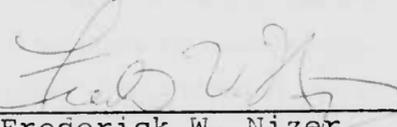


Douglas H. Legum,
General Partner

Secured Party of Record:

EQUITABLE BANK, NATIONAL ASSOCIATION

By



Frederick W. Nizer,
Vice President

Filing Officer: Return to: Anthony G. Palaigos
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

LIBER - 488 PAGE 494

DESCRIPTION OF THE DORSEY PROPERTY
(INCLUDING THE ADDITIONAL LAND)

BEGINNING for the same at an iron pipe now set on the Southern margin of the right of way of the Baltimore to Washington Boulevard, the said point being at 28.50 feet on the sixth or South 33-1/4 degrees East 11-3/4 perches line of Lot No. 4, the land herein described being a part thereof, described in the Last Will and Testament and Certificate of Survey attached thereto of Anna M. Binder dated October 9, 1900, and recorded among the Wills Records of Howard County in Liber W.H.M. No. 4 folio 149, etc., and running with a part of the said sixth line to the end thereof, as now surveyed, (1) South 30 degrees 37 minutes 10 seconds East 162.90 feet to an iron pipe now set, thence with the first and a part of the second outlines of the said Lot No. 4, (2) South 39 degrees 52 minutes 10 seconds East 221.10 feet to a stone heretofore set, (3) South 55 degrees 31 minutes 26 seconds West 867.97 feet to an iron pipe now set on the Eastern margin of the 80.00 foot wide right of way of the Dorsey Road as set forth on the Maryland State Roads Commission Plat No. 8000, thence running with the right of way margins as set forth on said plat, (4) North 38 degrees 19 minutes 58 seconds West 303.87 feet to an iron pipe now set, thence with a flare to the right, (5) North 06 degrees 37 minutes 55 seconds East 113.90 feet to an iron pipe now set on the Southern margin of the said right of way of the Baltimore to Washington Boulevard, thence with said right of way margin, (6) North 55 degrees 58 minutes 25 seconds East 803.74 feet to the point of beginning, containing 7.623 acres of land, more or less.

BEGINNING for the same at an iron pipe now set on the Eastern margin of the 80.00 foot wide right of way of the Dorsey Road, said point being 44.48 feet on the fourth or North 54-1/2 degrees East 55.3 perches line of Lot No. 3, the land herein described being a part thereof, as described and referred to in the Last Will and Testament, and in a Certificate of Survey attached thereto, of Anna M. Binder dated October 9, 1900, and recorded among the Wills Records of Howard County in Liber W.H.M. No. 4 folio 149, etc., and running with a part of the said fourth line to the end thereof, as now surveyed, (1) North 55 degrees

31 minutes 26 seconds East 867.97 feet to a stone heretofore set, thence with the fifth and a part of the sixth outlines of the said Lot No. 3, (2) South 39 degrees 52 minutes 10 seconds East 132.00 feet to an iron pipe now set, (3) South 42 degrees 51 minutes 44 seconds East 97.61 feet to an iron pipe now set, thence with a line of division now made, (4) South 55 degrees 00 minutes 00 seconds West 878.67 feet to an iron pipe now set on the before-mentioned right of way margin of Dorsey Road, thence with the said road margin, (5) North 38 degrees 19 minutes 58 seconds West 236.63 feet to the point of the beginning, containing 4.648 acres of land, more or less.

Beginning for the same at an iron pipe now set at 97.61' on the 6th outline of Lot No. 3, the land herein being described a part thereof, described in the Last Will and Testimate and Certificate of Survey attached thereto of Anna N. Binder dated October 9, 1900, and recorded among the Will Records of Howard County in Liber WHM No. 4 Folio 149, etc. and running with a part of the said 6th line to the end thereof, and now surveyed, (1) S 42°51'44" E 335.36' to an iron pipe now set, thence with the 7th, 1st and part of the 2nd outlines of the said Lot No. 3, (2) S 15°15' 54" W 214.50' to an iron pipe heretofore set, (3) N 52°23'07" W 313.90' to a concrete monument heretofore set, (4) S 54°31'26" W 655.69' to an iron pipe now set in the eastern margin of the 80' wide right-of-way of the Dorsey Road, thence with the said road margin, (5) N 38°19'58" W 175.42' to an iron pipe now set, thence with a line of division now made, (6) N 55° 00'00" E 878.67' to the point of beginning, containing 4.648 acres of land, more or less.

BEGINNING FOR THE SAME at a black gum tree referred to in a deed from Septimus Hopkins and Aubrey Hopkins to Sophie Hopkins, recorded among the Land Records of said County in Liber L.J.W. No. 40 folio 450, etc., and running thence, North 16 degrees West 15.9 perches to a black oak tree; thence North 44½ degrees West 10 perches; thence North 8 degrees West 12.1 perches to a stone; thence North 45 degrees West 10.8 perches to a stone; thence, North 26-¾ degrees West 9½ perches to a stake now driven in the outline of the land of Henry Binder; thence on the land of said Henry Binder, South 13 degrees West 21.4 perches to a stone; thence South 73½ degrees West, 19.3 perches to a stone; thence South 26 degrees East 27 perches to a stone on the outline of Barbara Binder's land; thence on said Barbara

Binder's land, South $54\frac{1}{2}$ degrees East 26 perches; thence South 37 degrees East 30 perches to a post; thence South 54 degrees West $3\frac{1}{2}$ perches to a post; thence, North 65 degrees West 7.4 perches to a cedar tree, thence South 77 degrees West 1.8 perches to a black oak tree standing on the Southwest side of an old road; thence along the Southwest side of said old road, with the use thereof, South 58 degrees East $20\frac{1}{2}$ perches to a white oak tree; thence South 62 degrees East $14\frac{1}{2}$ perches to a white oak tree; thence South $59\frac{1}{2}$ degrees East $48\text{-}3/4$ perches to a black oak tree; thence, South $62\frac{1}{2}$ degrees East 4.3 perches to a stake now set on the outline of the land owned by the Baltimore and Ohio Railroad Company; thence, North 17 degrees East 29.2 perches to a stake; thence, South 79 degrees East 31.2 perches to the centre of a branch or stream; thence running up and along the same, North 4 degrees West 29 perches, thence North 30 degrees West 18 perches; thence North 38 degrees West 10 perches; thence North 25 degrees West 20 perches; thence North 39 degrees West 14 perches; thence North 50 degrees West 15 perches to the land of Irene Harman; thence bounding on the same, South $64\frac{1}{2}$ degrees West, 61.8 perches to the place of beginning, containing 56.3 acres, more or less.

SAVING AND EXCEPTING, HOWEVER, all that piece or parcel of land which by deed dated June 15, 1955, and recorded among the Land Records of Howard County in Liber R.H.M. No. 269 folio 24, was granted and conveyed by Dawse C. Wolf and Marguerite Wolf, his wife, to Albert V. Williams, and more particularly described as follows:

BEGINNING FOR THE SAME at the end of the fifth or North 59 degrees 42 minutes 10 seconds West 108.86 foot line of the first parcel of land which by deed dated April 2, 1953, and recorded among the Land Records of Howard County in Liber M.W.B. No. 242 folio 316, was conveyed by Albert Ozminski and wife to Albert V. Williams, said point being also in the outline of that tract of land which by deed dated November 24, 1953, and recorded among said Land Records of Howard County in Liber M.W.B. No. 251 folio 105 was conveyed by John D. Baker, Jr. and wife to Dawse Wolf and wife, thence running with and binding on the fifth, fourth, third and second lines of the firstly described deed reversely and on the outline of the secondly described deed the four following courses and distances, South 59 degrees 42 minutes 10 seconds East 108.86 feet, South 48 degrees 42 minutes 10 seconds

East 231.0 feet, South 34 degrees 42 minutes 10 seconds East 330.0 feet and South 47 degrees 42 minutes 10 seconds East 165.0 feet to intersect the outline of property now owned by John Eppler Company, thence running with and binding on outlines of lastly described property and on outlines of the secondly described deed the five following courses and distances, South 44 degrees 22 minutes 48 seconds West 73.18 feet, South 36 degrees 08 minutes East 382.62 feet, South 2 degrees 38 minutes East 453.75 feet, North 82 degrees 38 minutes West 511.50 feet and South 13 degrees 22 minutes West 495.01 feet, thence leaving outline of John Eppler Company property and running with and binding on the outline of the secondly described deed, North 62 degrees 09 minutes 31 seconds West 737.67 feet, thence leaving said outline and running for the line of division the five following courses and distances, North 26 degrees 18 minutes 34 seconds East 324.40 feet to a concrete monument, North 28 degrees 36 minutes 01 seconds East 334.47 feet to a concrete monument, North 8 degrees 43 minutes 43 seconds West 199.93 feet to a concrete monument, North 50 degrees 26 minutes 50 seconds East 89.43 feet to a concrete monument, and North 25 degrees 41 minutes 05 seconds West 486.89 feet to intersect the sixth or South 61 degrees 50 minutes 10 seconds West 1109.20 foot line of the first mentioned deed from Ozminski to Williams, and to the outline of the secondly described deed, thence running with and binding on part of said outlines reversely, North 61 degrees 50 minutes 10 seconds East 419.44 feet to the place of beginning, containing 29.750 acres, more or less, at Dorsey, Howard County, Maryland.

Containing in the aggregate, 26.55 acres, more or less.

Saving and excepting that certain parcel of land heretofore conveyed by deed dated August 28, 1972, recorded among the Land Records of Howard County, Maryland, and more fully described as follows:

BEGINNING for the same at the end of the forty-fifth or North 29 degrees 31 minutes 45 seconds West 486.89 foot line of that parcel of land conveyed by Albert V. Williams to Kaiser Aetna by Deed dated January 3, 1972 and recorded among the Land Records of Howard County in Liber No. 581, folio 281 and running thence binding reversely on part of said forty-fifth line 1) South 29 degrees 31 minutes 45 seconds East 343.48 feet thence binding on

the northeasterly side of Proposed Maryland Route 100, 300 feet wide
2) North 56 degrees 19 minutes 48 seconds West 376.58 feet to the
forty-sixth line of the above described Deed thence binding reversely
on part of said forty-sixth line North 57 degrees 59 minutes 30
seconds East 169.96 feet to the point of beginning. CONTAINING
0.669 acres of land, more or less.

BEING part of that parcel of land conveyed by V. M. Sterling
to Dorsey Enterprises, Inc. by Deed dated April 26, 1957 and recorded
among the Land Records of Howard County in Liber RHM No. 297, folio 189.

BEGINNING for the same at the end of the forty-sixth
or South 57 degree 59 minute 30 second West 689.76 foot line of
that parcel of land conveyed by Albert V. Williams to Kaiser
Aetna by Deed dated January 3, 1972 and recorded among the
Land Records of Howard County in Liber No. 581, folio 281 and
running thence binding on the forty-seventh, forty-eighth and
part of the forty-ninth line of said Deed the three following
courses, as now surveyed, viz: 1) north 22 degrees 29 minutes
43 seconds west 262.31 feet 2) north 53 degrees 25 minutes 05
seconds west 164.96 feet and 3) north 19 degrees 54 minutes
42 seconds west 32.40 feet thence binding on the southwesterly
side of Proposed Maryland Route 100, 300 feet wide, 4) south
56 degrees 19 minutes 48 seconds east 487.21 feet to the above
described forty-sixth line thence binding on part of said forty-
sixth line 5) south 57 degrees 59 minutes 30 seconds west 190.58
feet to the point of beginning. CONTAINING 0.754 of an acre of
land, more or less.

Plot. No. 411, on that plat of Lennox Park recorded
on or about the 31st day of May, 1910, fronting on the extreme
northeast boundary of said Lennox Park, with a length of about
255 feet, and binding on Plot. 412 about 250 feet, extending from
thence northwesterly along the Wesley Grove County Road about 225
feet, and running from thence along the northernmost boundary line
of said tract about 225 feet.

BEGINNING for the said piece or parcel of land at an iron
pipe set at the end of the 38th line of Parcel 2 of the deed dated
May 20, 1890, and recorded among the Land Records of Howard County
in Liber J.H.O. No. 56 at folio 138, from Ellen R. Dorsey, et al
to Robert M. Todd, et al, said pipe lying 30.52 feet West of and at
right angles to centerline station 217+50.68 of the Baltimore
Division, Washington Branch of the Baltimore and Ohio Railroad as
shown on Right of Way and Track Map $\frac{V18-1}{3}$, dated June 30, 1918, and

running thence, in an assumed meridian, with and along the 39th and part of the 40th line of the aforesaid deed recorded in Liber J.H.O. 56 at folio 138, North 75 degrees, 05 minutes 41 seconds West, 400.74 feet to an iron pipe found at the end of the said 39th deed line and running thence, with and along a part of said 40th deed line North 64 degrees 16 minutes 48 seconds West, 917.73 feet to an iron pipe set on said 40th deed line, thence leaving said deed line and running with and along the line of division between Lot 415 and Lot 416 of Lennox Park as shown on a Plat entitled "Lennox Park", recorded among the aforesaid Land Records in Liber W.W.L.C 89 at folio 289, South 32 degrees 50 minutes 57 seconds West, 646.45 feet to a pipe set on the north bank of Deep Run Creek, said pipe being on the north right of way line of Dorsey Road, Maryland State Route #176, said pipe lying North 32 degrees 50 minutes 37 seconds East, 72.53 feet from Maryland State Roads Commission centerline station 18+62.51 as shown on Right of Way Plat #2916 and running thence South 89 degrees 19 minutes 30 seconds East, 219.89 feet to a pipe set, thence South 24 degrees 33 minutes 26 seconds East, 193.58 feet to a pipe set, thence South 82 degrees 49 minutes 25 seconds East, 175.46 feet to a pipe set, thence South 44 degrees 13 minutes 04 seconds East, 200.71 feet to a pipe set, thence South 54 degrees 33 minutes 10 seconds East, 235.94 feet to a pipe set, thence North 70 degrees 34 minutes 38 seconds East, 242.09 feet to a pipe set, thence South 85 degrees 54 minutes 24 seconds East, 205.02 feet to a pipe set on the 33rd line of the aforesaid deed recorded in Liber J.H.O. 56 at folio 138, 83.30 feet from the end thereof, said pipe lying 64.58 feet west of and at right angles to the Baltimore and Ohio Railroad centerline station 233+10.69, and running thence, with and along the remainder of said 33rd deed line and the 34th, 35th, 36th, 37th and 38th lines of the aforesaid deed recorded in Liber J.H.O. 56 at Folio 138 and the westerly right of way line of the said Baltimore and Ohio Railroad, North 32 degrees 33 minutes 34 seconds East, 83.30 feet to a point, thence North 43 degrees 03 minutes 19 seconds East, 101.15 feet to a point, thence North 42 degrees 03 minutes 19 seconds East, 96.69 feet to a point, thence North 32 degrees 43 minutes 19 seconds East, 98.34 feet to a point, thence North 28 degrees 18 minutes 19 seconds East, 101.64 feet to a point, thence North 33 degrees 18 minutes 19 seconds East, 82.50 feet to an iron pipe set and the beginning; containing a calculated area of 823050.83 square feet or 18.8946 acres of land, more or less.

Beginning for the same at an iron pipe now set where

the northeasterly right of way line of Old Dorsey Road, thirty (30) feet wide, as now laid out and existing, meets the westerly line of Lot No. 411, as shown on a plat entitled "Lennox Park" and recorded among the Land Records of Howard County, Maryland in Liber 89 at Folio 289 and among the Land Records of Anne Arundel County, Maryland in Plat Cabinet No. 1, Rod O, as Plat No. 7, said westerly line being common with the Forty-second or South 19° West, 168 perches line of Parcel 2 of a deed from Edwin A. Goldman, trustee, and John F. D. Meighen to the Lennox Realty Company, Incorporated, dated August 8, 1916 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. W. 116 at folio 487, and running thence along said westerly line of Lot 411 and reversely along a portion of said Forty-second line North $13^{\circ}40'56''$ East, true, 141.74 feet to an iron pipe now set where the aforesaid westerly line meets the northwesterly line of said Lot 411, said northwesterly line of Lot 411 being common with a portion of the Eighth or South $54^{\circ}15'53''$ West, 297.00 foot line of Parcel 2 of a deed from Mary Grace Greutman, John Dewey Greutman, Anna Barbara Dezwart and Rosa Ada Nicholson to Dorsey Enterprises, Inc., dated April 26, 1958 and recorded among the Land Records of Howard County, Maryland in Liber 313 at Folio 130, and running thence with and along a portion of said Eighth line South $47^{\circ}47'09''$ West, 150.09 feet to an iron pipe now set on the aforesaid northeasterly right of way line of Old Dorsey Road, and running thence with and along said northeasterly right of way line the two (2) following courses and distances South $65^{\circ}19'23''$ East, 55.16 feet to an iron pipe now set, thence South $63^{\circ}17'28''$ East 30.80 feet to the point of beginning; containing 5934.24 square feet or 0.1362 acres.

BEGINNING for the same at an iron pipe now set on the Northeastern margin of the 30 foot wide right of way of an abandoned section of the Old Dorsey Road, the said point being at the end of the first line of Lot No. 1, the land herein described being a part thereof and as described and referred to in the Last Will and Testament, and in a Certificate of Survey attached thereto, of Anna M. Binder, dated October 9, 1900, and recorded among the Wills Records of Howard County in Liber W.H.M. No. 4, folio 149, etc., and running with a part of the secondly described line of said Lot No. 1, as now surveyed, (1) North 58 degrees 14 minutes 07 seconds West 115.89 feet to the Eastern margin of the 80.00 foot wide right of way of the Dorsey Road, as now located, thence with the said road margin, (2) North 38 degrees 19 minutes 58 seconds West 264.41 feet to an iron pipe now set, thence with a line of division now made, (3) North 52 degrees 00 minutes 00 seconds East 453.72 feet to an iron pipe now set 15.28 feet from the end of the sixth line of the said Lot No. 1, thence with a part of the said sixth line to the end thereof, (4) South 53 degrees 48 minutes 17 seconds East 15.28 feet to an iron pipe heretofore set thence with the seventh, eighth, ninth and first outlines of the said Lot No. 1, (5) South 37 degrees 33 minutes 44 seconds East 485.89 feet to an iron pipe heretofore set, (6) South 57 degrees 54 minutes 03 seconds West 66.16 feet to a stone heretofore set, (7) North 60 degrees 54 minutes 09 seconds West 116.18 feet to an iron pipe heretofore set, (8) South 54 degrees 15 minutes 58 seconds West 297.00 feet to the point of the beginning containing 4.116 acres of land, more or less.

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BEGINNING for the third thereof at a point on the north sixty-one degrees west one hundred and six and sixty-seven one-hundredths perch line of the outline where it is intersected by the dividing line between the lots numbered four hundred and eleven (411) and four hundred and twelve (412); and running thence south thirty-seven degrees, four minutes west two hundred and ninety-one feet, to the centre line of said road; thence south thirty-six degrees fifty-six minutes east seventy-five feet thence south seventeen degrees twenty-six minutes east ninety-one feet south eleven degrees fifty-six minutes east three hundred and sixty-five feet south forty-six degrees fifty-six minutes east one hundred and seventy-three and five-tenths feet thence north thirty-seven degrees four minutes east sixteen and one-half feet, to a stake at the corner of the land heretofore surveyed; thence bounding on said land north thirty-seven degrees four minutes east six hundred and seventy-eight and two-tenths feet to a stake heretofore set on the outline; thence with outline, north fifty-nine degrees, forty-six minutes, west six hundred feet, to the place of beginning. Containing six and ninety-five one-hundredths acres, more or less, of land.

BEING all or part of the following conveyances:

All of that parcel of land which by deed dated April 26, 1957 and recorded among the Land Records aforesaid in Liber R.H.M. 297 at Folio 109 was granted and conveyed by V.M. Sterling to Dorsey Enterprises, Inc.;

All those parcels of land which by deed dated April 26, 1958 and recorded among the Land Records aforesaid in Liber R.H.M. 313 at Folio 130 were granted and conveyed by Mary Grace Greutman, et. al. to Dorsey Enterprises, Inc.;

Part of those parcels of land which by deed dated September 25, 1958 and recorded among the Land Records aforesaid in Liber R.H.M. 321 at Folio 70 were granted and conveyed by S. Chaplin Davis, surviving receiver of The Howard Refractories Company to Dorsey Enterprises, Inc.;

All of that parcel of land which by deed dated May 11, 1960 and recorded among the Land Records aforesaid in Liber R.H.M. 352 at Folio 86 was granted and conveyed by Roland S. Maxwell, Treasurer of Howard County to Dorsey Enterprises, Inc.;

All of that parcel of land which by deed dated May 13, 1960 and recorded among the Land Records aforesaid in Liber R.H.M. 352 at Folio 432 was granted and conveyed by The Lennox Realty Company, Incorporated to Dorsey Enterprises, Inc.;

All those parcels of land which by deed dated January 8, 1964 and recorded among the Land Records aforesaid in Liber W.H.H. 412 at Folio 602 were granted and conveyed by Leroy D. Binder to Dorsey Enterprises, Inc.;

All those parcels of land which by deed dated March 14, 1964 and recorded among the Land Records aforesaid in Liber W.H.H. 415 at Folio 267 were granted and conveyed by Myrtle V. Dunkerly to Dorsey Enterprises, Inc.;

All those parcels of land which by deed dated March 14, 1964 and recorded among the Land Records aforesaid in Liber W.H.H. 415 at Folio 272 were granted and conveyed by Ernest L. Binder and Madeline E. Binder, his wife, to Dorsey Enterprises, Inc.;

All those parcels of land which by deed dated January 14, 1966 and recorded among the Land Records aforesaid in Liber W.H.H. 448 at Folio 309 were granted and conveyed by Henry N. Binder and Leora Binder, his wife, to Dorsey Enterprises, Inc.;

All those parcels of land which by deed January 14, 1966 and recorded among the Land Records aforesaid in Liber W.H.H. 448 at Folio 311 were granted and conveyed by Flora M. Baker and Louis O. Baker, her husband, to Dorsey Enterprises, Inc.;

All that parcel of land which by deed dated August 8, 1972 and recorded among the Land Records aforesaid in Liber C.M.P. 607 at Folio 423 was granted and conveyed by Kaiser Aetna to Dorsey Enterprises, Inc.; and

All that parcel of land which by patent dated January 28, 1977 and recorded among the Land Records aforesaid in Liber C.M.P. 915 at Folio 439 was granted and conveyed by the The State of Maryland to Dorsey Enterprises, Inc.

All that piece or parcel of land situate, lying and being in the First Election District of Howard County, Maryland, being a part of that same tract of land as conveyed by Eppler Realty Corporation, a Maryland Corporation to John H. Eppler and William B. Eppler, Trustees under the Will of John Brandt Eppler, deceased by deed dated January 19, 1979 and recorded among the Land Records of Howard County, Maryland in Liber 0924 at Folio 664 and being more particularly described as follows:

Beginning for the same at an iron pipe set at the beginning of the 1st line of the said conveyance on the westerly right of way line for the B & O Railroad; thence running with and binding on the 1st, 2nd, 3rd and part of the 4th lines of the said conveyance in the meridian of the Maryland State Highway Administration

1. North 76°56'14" West, 327.22 feet to an iron pipe set; thence
2. North 66°05'45" West, 387.72 feet to an iron pipe set; thence
3. North 09°25'48" East, 495.09 feet to an iron pipe set; thence

4. South $86^{\circ}27'55''$ East, 125.74 feet to an iron pipe set on the southerly right of way line of the trough highway as delineated on Maryland State Highway Administration Plat No. 48371; thence running with and binding on a part of the same
5. 764.95 feet along the arc of a curve deflecting to the right, having a radius of 7489.40 feet and a chord bearing and length of South $53^{\circ}25'04''$ East, 764.62 feet to an iron pipe set on the westerly right of way line of the aforesaid B & O Railroad; thence running with and binding on a part of the same
6. South $29^{\circ}55'46''$ West, 295.41 feet to the point of beginning; containing 345,708 square feet or 7.9364 acres of land.

Mail to Atlantic Title Co.

J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85

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258075

TO BE } RECORDED IN LAND RECORDS
 NOT TO BE }
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):
Kevin P. Rafferty
Name or Names—Print or Type
669 Cog Ct. Millersville MD 21108
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
2. Secured Party:
Arundel Property Investors Limited Partnership
Name or Names—Print or Type Commercentre East B, Suite 270
1777 Reisterstown Rd. Baltimore Maryland 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All inventory, fixtures and equipment in Store # 378-383 Jumpers Mall, Anne Arundel County, Maryland also known as 8144 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Kevin P. Rafferty
(Signature of Debtor)
Kevin P. Rafferty
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)
(Signature of Secured Party)
By: Robert E. Statkiewicz, General Partner
Type or Print

FILED
1985 AUG 22 AM 10:48

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Mail to Baltimore, MD 21208



98737

12.00
50
mlaf

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Owings Paving, Ltd.
Address Box 1082, 18 8th Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Owings Paving, Ltd.


(Signature of Debtor)

Samuel Owings, President

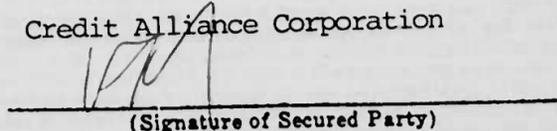
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Pres

Credit Alliance Corporation


(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.

Type or Print Above Signature on Above Line

FILED
1985 AUG 22 AM 10:49

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17.00
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mlcf

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 31st day of July 1985 by and between**Owings Paving, Ltd. having its principal place of business at Box 1082,
18 8th Avenue, Glen Burnie, Maryland 21061**"Mortgagor" and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Owings Paving, Ltd. (Seal)

By [Signature] (Title)

Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel }

Samuel Owings

being duly sworn, deposes and says:

President

of Owings Paving, Ltd.

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

[Signature]

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in said County before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of Owings Paving, Ltd.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 31, 1985 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Caterpillar 951C Crawler Loader The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1973 - 951C	69 H 2514

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:
Credit Alliance Corporation
 By: _____

Purchaser, Mortgagor or Lessee:
Owings Paving, Ltd.
 By: *Donald J. Owens Pres*

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) The Hampton House 200 Main Street Annapolis, MD. 21401	2. Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 1413 K Street - Suite 1200 N.W. Wash., D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4. This financing statement covers the following types (or items) of property:
See Schedule "A" attached hereto, and made part hereof.

All of Debtor's machinery and equipment and all accessories and attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located which are subject to the lease agreement between DEBTOR as LESSEE and Secured Party as LESSOR dated 5/16/85 including but not limited to the above stated equipment.

"NOT SUBJECT TO RECORDATION TAXS"
#15168

5. Assignee(s) of Secured Party and Address(es)
District of Columbia National Bank, Washington
1801 K Street, N.W.
Washington, D.C. 20006

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

The Hampton House By: Thomas S. [unclear] Debtor(s) (1) Filing Officer Copy-Alphabetical	LEASING SYSTEMS, INC. By: Lee E. [unclear] Secured Party(ies) (For Use In Most States)
---	---

STANDARD FORM - FORM UCC-1.

98746

11.00

FILED

1985 AUG 22 AM 10:49

mlg



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LIBER - 488 PAGE 510

LESSEE: THE HAMPTON HOUSE
LEASE #: 15168
LEASE DATE: 5/16/85

SCHEDULE "A"

QTY.	DESCRIPTION
1	Eagle #314-163-18 R 3-compartment sink w/drain board
2	Eagle #HSA-10 Hand Sinks
1	Eagle #WS 1260-16-3 Custom 6' Overshelf
1	Eagle #CDTR 30 30 Clean Dishtable
1	Volcan #3D-20TF Dishwasher
1	Eagle L-shaped soil table w/cone and pre-rinse
1	Eagle Rack Shelf 21x40 605381
1	Eagle T&S Spray 300718
1	Delfield V-18760 5' Refrigerated Low Boy
1	Delfield #13 Custom-Hand Sink Built Into #13
1	Eagle 39" Utility Table T309SEBBS- S/S
1	Volcan 20 QT. Mixer BV 20 1/2 h.p. 240/60/1
1	Dunhill #2160C 4-well hot food table w/refrigerated base & maple cutting board - 3C 16x28x16 1/2
1	Delfield 5' Double Overshelf 1860 FS -S/S
1	Hatco GRH 48 heat lamp-4'
1	Exhaust Hood 11'6 x 4' Custom S/S
1	Magic Kitchen FMS MB 30 Char Broiler - 3/4" Manifold
1	Wolfe 45" combo 4-burner range, 2 hot top, 1 oven, - Burner 17,500 Hot top 17,500 BTU, ch 4 29 2 HT 3/4 gas connection
1	Volcan 115/60/1 Double convection oven(standard finish) 120,000 BTU, 22 SG 3/4" female gas connection
1	Victory Raetone Refrigerator AR-47-55 Type A 230/60/1 2-section w/pan slides
1	Eagle 3-compartment sink w/double drain
1	Crystal Tip Ice Machine C052B P 33/BR 946 208/60/1
1	Volcan Salamander (standard finish) 7808L -30,000 BTU 3/4" gas connection
1	Volcan 62017 Dough Hook
1	Volcan Fryer 7891G 1-1/4" Manifold-standard finish
1	Eagle Speed Rail -24-500781 strap
1	Washington Pot Rack-Ceiling 60 PRC 60
1	Delfield Counter-top Freezer #403 1/4 HP.
1	Volcan Grinder 12 Hub 60535
1	Eagle Ice Chest BSC-18
4	5x12 SS Shelves Eagle WS1260 16-3
2	5x12 SS Shelves Eagle WS1260
6	6x12 SS Shelves Eagle WS1272 16-3
2	CRC 2-door Refrigerators- Classic #C 2RDA-25
1	Perlick 4-ft. Beverage cooler-#7260D Standard

LIBER - 488 PAGE 511

Page 2.
LESSEE: THE HAMPTON HOUSE
LEASE #: 15168

SCHEDULE "A"

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Berkel Slicer #808
1	4 Speed Rail, Eagle #500783
1	Fire Suppression system, Kiddle Dry Chemical
1	Thunderbird Steamer
8	86" Posts SS 86PS
6	48" Metro Seal Shelves #1848 NK
6	60" Metro Seal Shelves #1860 NK

Mailed to Assignee

LESSEE: THE HAMPTON HOUSE

By: Thoster Resident

LESSOR: LEASING SYSTEMS, INC.

By: [Signature]

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 488 PAGE 512
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

258078

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated January 15, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEE, Inc.
Address 10759 Tucker Avenue, Beltsville MD 20705

2. SECURED PARTY

Name GOVERNMENT SYSTEMS ADVISORS
Address 8260 Greensboro Drive, McLean VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

7 MCT 100C Kee productivity training systems, with software, KW001 Wang WPS System, KI 001 IBM Display Writer

FILED
1985 AUG 22 AM 10:49

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Kee, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Government Systems Advisors
Type or Print Above Signature on Above Line

85-7826X
[Signature] 11.00

98747

LIBER - 488 PAGE 513

ATTACHMENT A

DEBTOR:
Kee, Inc.
10759 Tucker Avenue
Beltsville, MD 20705

SECURED PARTY:
Government Systems Advisors, Inc.
8260 Greensboro Drive
McLean, VA 22102

<u>Qty.</u>	<u>Description</u>	<u>Serial No.</u>
7	MCT 100C Kee Productivity training systems, with software, KW001 Wang WPS System, KI 001 IBM Display Writer	

and all right, title and interest of debtor now owned or hereafter acquired, in and to that certain Contract No. MDA904-85-C-A162, dated 19 DEC 84 between KEE, Inc., as Contractor and the United States of America, Maryland Procurement Office, 9800 Savage Road, Ft. George Meade, MD 20755 providing for the installation and/or conversion from rental agreements and monthly lease payment for KEE, Inc. equipment to be installed for the use of U.S. National Security Agency, such Contract assigned to Government Systems Advisors, Inc. by Assignment of Claim dated 15 January, 1985 and by Assignment and Security Agreement dated 15 January, 1985 as the same may from time to time be supplemented, amended, waived or modified, including, without limitation, all rights to sums due and to become due, and other rights thereunder, all individual leasing records thereunder, and all amendments to the foregoing and all proceeds, including insurance proceeds of the foregoing.

Mailed to Secured Party

ORIGINAL

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury
Address State Income Tax Bldg., Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation
Address 8260 Greensboro Drive

McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) IBM 3380 AD4 Disk, S/N A3416 together with all additions and accessions thereto, replacements thereof and substitutions therefor. Equipment Location: The Annapolis Data Center, ~~XX~~ Room 309, Income Tax Bldg., Annapolis, MD 21401.

83-484M
#25

2065

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Effects of collateral are also covered)

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

[Signature]
(Signature of Debtor)

Philip G. Martin, Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION

[Signature] Director of Contracts
(Signature of Secured Party)

Type or Print Above Signature on Above Line

98748

[Signature] 11.00

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1985 AUG 22 AM 10:49

Mailed to Secured Party

- Not Subject to Recordation Tax - Equipment Lease
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lanier Engineering Sales, Inc.
(Name or Names)
4703 Ritchie Highway, Baltimore, Maryland 21225
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union-Tidewater Financial Company, Inc.
(Name or Names)
P.O. Box 2373, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) Series VI KSU #13131 Telephone System with:

One (1) MTOU-2, One (1) MCCU-2, One (1) MPSA-200, Two (2) MCOU-MF3,
Two (2) MSTU-2, Three (3) EKT-2101 - BLF Key, Eleven (11) EKT-2101,
and One (1) PBBU-4 Power Back-up PCB.

Not Subject to Recordation Tax - Equipment Lease

FILED
1985 AUG 22 AM 10:49

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Lanier Engineering Sales, Inc.
By: J.T. Lanier President
J.T. LANIER (Title)
(Type or print name of person signing)

SECURED PARTY:
Union-Tidewater Financial Company, Inc.
By: Thomas B. Howard Jr.
Thomas B. Howard Jr. Treasurer
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union-Tidewater Financial Company, Inc.
Mail to P.O. Box 2373, Baltimore, Maryland 21203, Attn: 7G2353 M.B.

98750

mlg 11.00 SD

4209 GR 18

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>Built Rite, Inc.</i> <i>1223 ANNAPOLIS Rd.</i> <i>ORNTON, MD 21113</i>	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
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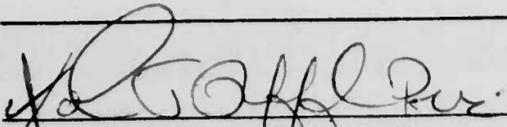
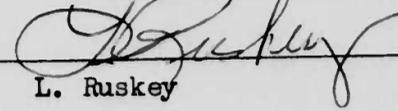
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
ONE FORD AH32D FORD 1710 HVA TRACTOR S/N W4-83017
ONE FORD 770A-1 FORD LOADER W/60" HD BUCKET
S/N WL-61544

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: AA Co

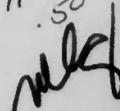
 (SIGNATURE OF DEBTOR)	Ford Motor Credit Co (NAME OF SECURED PARTY)
John T Riffel, Pres (SIGNATURE OF DEBTOR)	BY:  L. Ruskey

Mailed to Secured Party

AA

98753

FILED
1985 AUG 22 AM 10:49

11.00
.50


4209 HB 46

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) GENTILE RALPH L. 569 PINEDALE DR ANNAPOLIS MARYLAND 21401	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 NEW FORD VT-16 16 H.P. V200 TRACTOR SUV YC12376
w/ 42" MOWER ATTACHMENT SUV YC07792

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel Co

<p><i>Ralph L. Gentile</i> _____ (SIGNATURE OF DEBTOR) Ralph L. Gentile</p>	<p>Ford Motor Credit Co _____ (NAME OF SECURED PARTY) BY: <i>L. Ruskey</i> _____ L. Ruskey</p>
<p>_____ (SIGNATURE OF DEBTOR)</p>	

Mailed to Secured Party

AA

98753

FILED

1985 AUG 22 AM 10:49

mlaf 11.00

4209 HB48

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Holt, Boyd T 1587 MARCO DR PASADENA, MD 21122	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

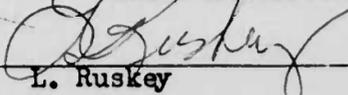
NEW 4T 16 TRACTOR, SN # YC12377 (FORD)
42" MOWER SN # YC07616

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel Co

 (SIGNATURE OF DEBTOR) Boyd T Holt	Ford Motor Credit Co (NAME OF SECURED PARTY)
(SIGNATURE OF DEBTOR)	BY:  L. Ruskey

Mailed to Secured Party

AA FILED
1985 AUG 22 AM 10:49

98753

ruskey 11.00

4209 HA112

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) RICHARDSON, CARROLL 512 OAK GROVE RD LINTHICUM, MD 21090	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1985 FORD 1310 TRACTOR, SN # W832774
14" 1 Bottom Leibach Plow
Ford 205 Disc Harrow SN # W834502

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co

Carroll G. Richardson
(SIGNATURE OF DEBTOR)
Carroll Richardson
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co
(NAME OF SECURED PARTY)
L. Ruskey
BY: L. Ruskey

Mailed to Secured Party

AA

FILED

1985 AUG 22 AM 10:49

98754

ruskey 11.00
50

FINANCING STATEMENT

258085

Not Subject to Recordation Tax

Name of Debtor
Mrs. Nancy C. Owens

Mailing Address
5073 Sands Rd.
Lothian, Maryland

AA Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Liberty Serial Number 56438 Brown G45201 52 x 14
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Nancy C. Owens
NANCY C. OWENS

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY _____

FILED

1985 AUG 22 AM 10:49

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Assignee

11.00
50

98756

mlg

11.50

LIBER - 488 PAGE 521

258086

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) The Mailroom Envelope and Printing Co. 2605 Cadover Road, Suite 3 Hanover, MD 21076 (Anne Arundel Co.)		Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093
XXXXXXXXXXXXXXXXXXXX C.I.T. Corporation		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>		
One (1) Used 1979 Didde Graphics 4 Color Press Model 175 ^{175BS224} w/22" Circumference and with Cross Perferation, S/N 175S224 (Press)		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) The Mailroom Envelope and Printing Co.		Secured Party C.I.T. Corporation
By <u>Don Kimey</u> Title <u>Sgt / run</u>		By <u>Joseph C Sidde</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Don Kimey</u>		<u>Joseph C Sidde</u>
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>

Mailed to Secured Party

FILED
1985 AUG 22 AM 10:49

98760

mlg 11.00 .50

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — STATEMENT OF CHANGE — FORM UCC-3 REV. 1981
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>Information in Items 1 and 2 must agree exactly with the original filing information or as previously amended.</p> <p>DEBTOR (Last Name First if a Person) NAME Samorajczyk, Stanley J.</p> <p>1A MAILING ADDRESS 1622 N. Harrison St.</p> <p>CITY Arlington STATE VA ZIP 22205</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME</p> <p>1B MAILING ADDRESS</p> <p>CITY STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME</p> <p>1C MAILING ADDRESS</p> <p>CITY STATE</p> <p>SECURED PARTY (Last Name First if a Person) NAME Manufacturers Hanover Financial Services of VA, Inc.</p> <p>2A MAILING ADDRESS 7630 Little River Turnpike Suite 110</p> <p>CITY Annandale STATE VA ZIP 22003</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME</p> <p>2B MAILING ADDRESS</p> <p>CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office</p> <p align="center" style="font-size: 1.2em;">LIBER - 488 PAGE 522</p> <p>UPDATE</p> <p>AUDIT</p> <p>VALIDATION INFORMATION</p> <p align="center">Mailed to Secured Party</p>
<p>3. This statement refers to original Financing Statement bearing File Number 250014 and filed with Anne Arundel County MD The original was filed on December 5 19 83</p>	
<p>4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above, is still effective.</p> <p>5. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>6. <input type="checkbox"/> Partial Assignment. Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.</p> <p>7. <input type="checkbox"/> Full Assignment. All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.</p> <p>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor required at Item 14 unless amendment changes only name or address of either party.</p> <p>9. <input type="checkbox"/> Release. Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.</p> <p>10. <input type="checkbox"/> Check if true. All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201 22, F.S. have been paid.</p> <p>11. If more space is required, attach additional sheets 8 1/2 x 11</p>	

BL
CLERK

FILED

1985 AUG 22 AM 10:49

<p>12. No. of Additional Sheets presented:</p>	<p>14. SIGNATURE(S) OF DEBTOR(S) Necessary Only For Amendment. See Item 8.</p> <p align="center"><i>Stanley J. Samorajczyk</i></p>										
<p>13. Return Copy to:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>NAME</td><td>Manufacturers Hanover Financial Services of Florida, Inc.</td></tr> <tr><td>ADDRESS</td><td>5201 W. Kennedy Blvd., Suite 501</td></tr> <tr><td>CITY</td><td>Tampa</td></tr> <tr><td>STATE</td><td>FL</td></tr> <tr><td>ZIP CODE</td><td>33609</td></tr> </table>	NAME	Manufacturers Hanover Financial Services of Florida, Inc.	ADDRESS	5201 W. Kennedy Blvd., Suite 501	CITY	Tampa	STATE	FL	ZIP CODE	33609	<p>15. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE</p> <p align="center"><i>Stanley J. Samorajczyk</i></p> <p align="center">Manufacturers Hanover Financial Services of VA, Inc.</p>
NAME	Manufacturers Hanover Financial Services of Florida, Inc.										
ADDRESS	5201 W. Kennedy Blvd., Suite 501										
CITY	Tampa										
STATE	FL										
ZIP CODE	33609										

STANDARD FORM — FORM UCC-3

Approved by Secretary of State, State of Florida

(1) FILING OFFICER COPY

98762

10.00

LIBER - 488 PAGE 523

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258087

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name QUALITY SERVICES
Address 75A MAYO ROAD Edgewater MD 21037

2. SECURED PARTY

Name HARBOR LEASING
Address 701 Cathedral Street
Baltimore, Md 21001
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

7050 Copier, with 10 bin sorter and console

Mailed to Secured Party

FILED
1985 AUG 22 AM 10:49

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
[Signature]
(Signature of Debtor)
Richard Meade pres
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

HARBOR LEASING ASSOC
[Signature]
(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print Above Signature on Above Line

98768 mlf 11.00 .50

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE W. F. Utz Construction Co., Inc.
11511 Ritchie Hwy., Suite 105 (Name or Names) Arnold, Maryland 21012
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Savings & Loan
of LESSOR (Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Trillium Telephone System, 616 w/ 8 - Telephone Sets and 4 - Central
Office Lines

Mailed to Assignee

FILED

1985 AUG 22 AM 10:49

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
W. F. Utz Construction Co., Inc.
By: William F. Utz (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: R. J. Brown (Title)
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Attn: Ron Jobson

98769

mlg 100
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FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address Md. Rt. 3, Box 244, Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road, Baltimore, MD 21227
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

↓
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

[Signature]
(Signature of Debtor)

John W. Ritter, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

[Signature]
(Signature of Secured Party)

John J. Murray, President

Type or Print Above Signature on Above Line

FILED

1985 AUG 22 AM 10:50

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17.00
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[Handwritten initials]

LIBER - 488 PAGE 526
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 1, 1985, between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and John W. Ritter Trucking, Inc., Md. Rt. 3, Box 244, Millersville, MD 21108 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 177,504.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of August, 19 85

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By John W. Ritter

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Road, Baltimore, MD 21227 Md. Rt. 3, Box 244, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
Three (3) New 1985 International Harvester Model F2575 Tractors, w/300 Cummins Diesel Engine, 9 speed Fuller transmission, 12,000 lb. front axle, 40,000 lb. rears, S/N's

(1) TIME SALES PRICE \$ 216,004.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 38,500.00
(4) CONTRACT PRICE (Time Balance) \$ 177,504.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Millersville, Maryland

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the holder hereof may from time to time appoint, the sum of One hundred seventy seven thousand five hundred four and 00/100

***** Dollars (\$ 177,504.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 2nd day of September, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,698.00 and the final installment being in the amount of \$ 3,698.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: August 1, 19 85

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

John W. Ritter Trucking, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature] (SEAL)

(Print Name of Co-Buyer-Maker Here)

By:

This instrument prepared by

CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) } Signature of Seller
 _____ (Witness) By: _____ }
 (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee



FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at Anne Arundel County
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court, Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Elbert C. Batton Sr. 237 Dale Rd.
 Julia W. Batton Pasadena, Md. 21122

6. Secured Party Address 225 N. Calvert St.
 Maryland National Bank Baltimore, Md. 21202
 Attention: Consumer Credit Dept.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Elbert C. Batton (Seal)
 Elbert C. Batton Sr.
Julia W. Batton (Seal)
 Julia W. Batton
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Carl G. Hornfeck (Seal)
 Carl G. Hornfeck, Asst. Vice Pres.
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

FILED
 1985 AUG 22 AM 10:50 98772

mlg
 12.00
 70.00
 .50

EXHIBIT A

LIBER - 488 PAGE 530

1985 Windsor 72 Ft. Mobile Home Ser No. 18287 Model FKOBR2B

Mailed to Secured Party

C-003

STATE OF MARYLAND

LIBER - 488 PAGE 531

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

258091

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Autometric, Inc.
Address 5205 Leesburg Pike, Suite 1308, Falls Church, VA 22041

2. SECURED PARTY

Name Equitable Life Leasing Corporation
Address 1350 Piccard Drive, Suite 105, Rockville, MD 20850

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) Xerox 1035 Copier w/Sorter and other property leased or to be leased under that certain lease agreement #1-4-81-113064 (the "Lease") dated 5/6/85, between Autometric, Inc. as Lessee, and Equitable Life Leasing Corporation as Lessor, and all modifications and attachments thereto and replacements of any substitutions therefore in whole and in part, and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding, the intent of the parties, it is determined that the lease constitutes a security agreement under the Uniform Commercial Code. Equipment Location: Autometric, Inc., 891 Elkridge Landing Road, Suite 350. Linthicum, MD 21090.

"NOT SUBJECT TO RECORDATION TAX"
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)
Autometric, Inc.
Type or Print Above Name on Above Line
Lee U. Bender, VP
(Signature of Debtor)
Lee U. Bender, VP
Type or Print Above Signature on Above Line

Mary L. Magaha - Agent
(Signature of Secured Party)
Equitable Life Leasing Corporation
Type or Print Above Signature on Above Line

98773

11.00

FILED
1985 AUG 22 AM 10:50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 488 PAGE 532
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 258092

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D & N Leasing, a Maryland General Partnership

Address 3308 Mt. Airy Court, Davidsonville, MD 21035

2. SECURED PARTY

Name First American Bank of Maryland

Address 210 E. Lombard Street, Baltimore, MD 21202

John R. Wise, Esquire, 334 St. Paul Place, Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

The inventory of Debtor listed on the attached Exhibit A, consisting of four tractors and six trailers, together with all cash and non-cash proceeds and products thereof.

(NOT SUBJECT TO RECORDATION TAX)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

D & N LEASING
By: Neal J. Obert
Neal J. Obert, Partner

(Proceeds of collateral are also covered)

By: Patricia H. Obert
Patricia H. Obert, Partner

(Products of collateral are also covered)

By: David E. Roop
David E. Roop, Partner

(Signature of Debtor)

By: Marie C. Roop
Marie C. Roop, Partner
FIRST AMERICAN BANK OF MARYLAND
(Signature of Secured Party)

Type or Print Above Name on Above Line

(Signature of Debtor)

By: C. Wayne Davis
Type or Print Above Signature on Above Line
C. Wayne Davis, Vice President

Type or Print Above Signature on Above Line

98774

1985 AUG 22 AM 10:50
FILED

12.00

mlc6

EXHIBIT A

1. 1984 International Tractor, Model COF 9670, Vehicle Identification No. 1HTL23270EHB10693.
2. 1984 International Tractor, Model COF 9670, Vehicle Identification No. 1HTL23274EHB10700.
3. 1984 White Tractor, Model WHL64T, Vehicle Identification No. 1WUGDEJF4ENO61552.
4. 1984 White Tractor, Model WHL64T, Vehicle Identification No. 1WUGDEJF6ENO61553.
5. 1984 American Refrigerated Trailer, Vehicle Identification No. 1PMRO4821E3037242.
6. 1984 American Refrigerated Trailer, Vehicle Identification No. 1PMRO4823E3037243.
7. 1984 American Refrigerated Trailer, Vehicle Identification No. 1PMRO4825E3037244.
8. 1984 American Refrigerated Trailer, Vehicle Identification No. 1PMRO4827E3037245.
9. 1984 Trailmobile Trailer, Vehicle Identification No. 1PT01AAH1E9002205.
10. 1984 Trailmobile Trailer, Vehicle Identification No. 1PT01AAH1E9001426.

Mail to

John B. Wise

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party:	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.
	NAME: <u>Avco Financial Services</u> ADDRESS: <u>7164 Furnace Branch Rd</u> CITY & STATE: <u>Glen Burnie Md. 21061</u>	
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
<u>Blaine Kilgore</u> <u>Charlotte Kilgore</u>	<u>6-16-82</u>	
<u>478 Patuxent Rd Odenton Md</u>	<u>21113</u>	ACCOUNT NO. TAB

Filed with: Clerk of Court AA County

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
<u>1975</u>	<u>Chevy Truck</u>			<u>CC0145F360700</u>		<u>8</u>

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FILING FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION HAS BEEN PAID IN FULL

Blaine Kilgore
**
BLAINE KILGORE

CHARLOTTE KILGORE

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Lib 451 pg 69
(SECURED PARTY) 243048
BY Donny A. Budgen Dated: 8-6- 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)



Mailed to Secured Party

FILED

1985 AUG 22 AM 10:50

98778

10.00
10.50

258093

LIBER - 488 PAGE 535

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es): JACOBS, DARLENE M JACOBS, COREY A PATUXENT MOBILE EST Lot # 141 LOT 141 PATUXENT M ESTATES LOTHIAN, MD 20711		2. Secured Party(ies): Name(s) and Address(es): JOY REAL ESTATE 6500 OLD BRANCH AVE, ST. 201 141 TEMPLE HILLS, MD 20784		3. <input type="checkbox"/> The Debtor is a transmitting utility.	
5. This Financing Statement covers the following types (or items) of property: 1975 DUKE HOMES, CROWN ROYALE, Serial # - 14 X 70, 3 BR <i>AS PMS</i> To include all furniture , fixtures, appliances and appurtances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail installment contract. <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) Green Tree Acceptance, Inc. 6506 Loisdale Road #304 Springfield, VA 22150		4. For Filing Officer: Date, Time, No. - Filing Office	
8. Describe Real Estate Here. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).		No. & Street Town or City County Section Block Lot	
By <u>DARLENE M JACOBS S.S. # 121-56-2020</u> <u>COREY A JACOBS S.S. # 104-58-5277</u> <i>[Signature]</i> Signature(s) of Debtor(s)		By <u>Green Tree Acceptance, Inc.</u> <u>Isabel Manfredi</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)		3/83	

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

98779

12.00
.50

Mailed to Assignee

FILED

1985 AUG 22 AM 10:50

[Handwritten signature]

STATE OF MARYLAND

LIBER - 488 PAGE 536

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258004

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County
Address Anne Arundel Center, Room 303, P.O. Box 1831, Annapolis, MD 21404

2. SECURED PARTY

Name E-Z Go Div. of Textron Inc.
Address P.O. Box 388
Augusta, GA 30903

RECORD FEE 11.00
POSTAGE .50
#04157 0040 R01 T11-06
AUG 21 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

ASSIGNEE: Textron Financial Corp. c/o Textron Acceptance Corp.
145 Mickley Rd., P.O. Box 245, Whitehall, PA 18052

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All goods (including equipment and inventory) wherever located, whether now owned or hereafter acquired by debtor, produced or distributed by E-Z Go Division of Textron, Inc., including but not limited to golf cars, utility vehicles, parts and accessories therefore; and proceeds of all the foregoing.

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Signature of Debtor: Anne Arundel County
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party: Agent
Type or Print Above Signature on Above Line
E-Z Go Div. of Textron Inc.

1985 AUG 21 AM 11:20
E. AUBREY COLLISON
CLERK

11/08

mlg

File with Anne Arundel County

LIBER - 488 PAGE 538

FINANCING STATEMENT

258036

1985 AUG 21 PM 3:57
F. ALBERT T. COLLIERSON

1. To Be Recorded in the Land Records.
2. To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$159,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Gary W. Koch Ross J. Koch	4513 Mountain Road Pasadena, Maryland 21122

6. Secured Party	Address
First National Bank of Maryland	83 Forest Plaza Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due

1400/50

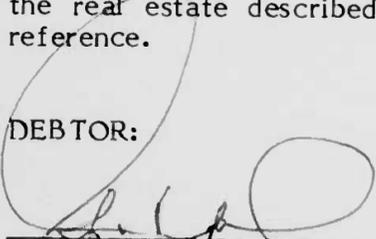
mlcf

thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

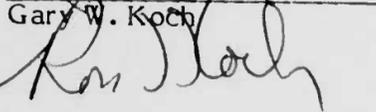
F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:



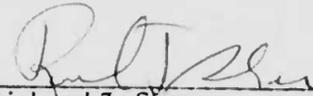
Gary W. Koch



Ross J. Koch

SECURED PARTY:

FIRST NATIONAL BANK
OF MARYLAND

By: 

Richard J. Shenos,
Vice President

Address where Collateral
will be located:

8667 Fort Smallwood Road
Pasadena, Maryland 21122

Mr. Clerk: Please return to M. Willson Offutt, IV, 80 West Street, Annapolis, Maryland 21401.

LIBER - 488 PAGE 540

SCHEDULE A

BEING known and designated as Lot 8, Section D, as shown on the Plat entitled "Section D, Rockhill, also Revised Layout Section C", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 17 at folio 45.

BEING the same property described in a deed dated May 21, 1982 by and between C. Boyd Roberts, Jr. and Sally G. Roberts, his wife, and G. W. Koch Associates, Inc., a body corporate of the State of Maryland, all Grantors also known as the Pasadena Professional Center Joint Venture, Grantors, and Gary W. Koch and Ross J. Koch, Grantees recorded among the aforementioned Land Records in Liber 3493, folio 806.

MWO--10

Mailed to: M. Wilson Offutt

AMENDMENT TO FINANCING STATEMENT

This Amendment to Financing Statement is presented to the Filing Officer pursuant to the Maryland Uniform Commercial Code.

Name and Address of Debtors: Mr. Paul R. Golkin
Ms. Penelope J. Golkin
36 Shadow Point Court
Edgewater, Maryland 21037

RECORD FEE 10.00
POSTAGE .50

Name and Address of Secured Party:

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201
Attention: James R. Berens,
Vice President

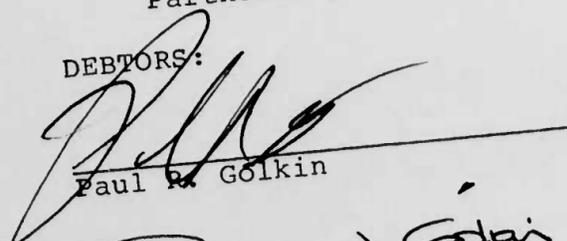
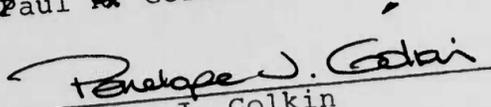
104293 0040 R01 TOP:08
AUG 22 85

1. This Amendment to Financing Statement refers to original Financing Statement filed among the Financing Statement Records of Anne Arundel County, on July 22, 1985 in Liber 487, folio 137.

2. The original Financing Statement is hereby amended so as to add to paragraph 3 of the original Financing Statement the following:

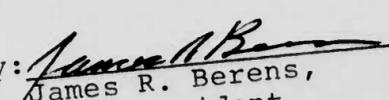
"C. Partnership Interest in Terminal One Limited Partnership. All of the right, title and partnership interest of either or both of the Debtors in and to Terminal One Limited Partnership, a Virginia limited partnership, including, without limiting the generality of the foregoing, all rights of either or both of the Debtors to now or hereafter receive from Terminal One Limited Partnership (i) any income or profits, (ii) any distribution of operating income or partnership property, (iii) any income from the contributions of either or both of the Debtors, (iv) any monies or other proceeds of sale or other disposition of all or any of the assets or property of Terminal One Limited Partnership, and (v) all other proceeds, monies or property due or to become due to which either or both of the Debtors are or may hereafter be entitled from Terminal One Limited Partnership."

DEBTORS:


Paul R. Golkin (Seal)

Penelope J. Golkin (Seal)

SECURED PARTY:

Equitable Bank, National Association

By: 
James R. Berens, (Seal)
Vice President

Mr. Clerk: Please return this Amendment to Financing Statement to:

Joseph W. Janssens, Jr.
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mailed to:

57JJ (k)

1985 AUG 22 AM 9:05

E. AUBREY COLLISON
CLERK



10.00
57

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258993

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KIDDE CONSULTANTS, INC.
Address 1020 Cromwell Bridge Road, Towson, MD 21204

2. SECURED PARTY

Name SIGNAL CAPITAL CREDIT CORPORATION
Address Liberty Lane, Hampton, New Hampshire 03842

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

One (1) Nicolet 836CS ZETA Plotter (s/n 5003) located at 1016 Cromwell Bridge Road, Towson, MD 21204, One (1) Nicolet 836CS ZETA Plotter (s/n 5011) located at 1026 Cromwell Bridge Road, Towson, MD 21204, One (1) Nicolet 836CS ZETA Plotter (s/n 5084) located at 702 North Crain Highway, Glen Burnie, MD 21061, One (1) Nicolet 836CS ZETA Plotter (s/n 5010) located at 50 West Montgomery Avenue, Rockville, MD 20850 with all standard and accessory equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing.

RECORDATION TAX PAID IN BALTIMORE Co, Md - Amount PAID \$200.00

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

#04302 C237 R01 T10-40

AUG 22 1985

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

KIDDE CONSULTANTS, INC.

Mailed to Secured Party

(Signature of Debtor)
William E. Franswilk
Type or Print Above Name on Above Line
Executive Vice President
(Signature of Debtor)

SIGNAL CAPITAL CREDIT CORPORATION

(Signature of Secured Party)
John J. Stasiowski
Type or Print Above Signature on Above Line

JOHN J. STASIOWSKI
REGIONAL CREDIT MANAGER

41.90 .50

Handwritten initials

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 448 Page No. 223
Identification No. 241977 Dated 3/31/82

1. Debtor(s) Robert M & Lisa L Hayes
Name or Names—Print or Type
203 1st Ave SW, Glen Burnie, AA Co, Md 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 08 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



Mailed to Secured Party

FILED
1985 AUG 23 PM 3: 04



98784

AA Co. 1350

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 434

Page No. 336

Identification No. 236733

Dated 2/20/81

1. Debtor(s) { William R & Margaret Olver
 Name or Names—Print or Type
 7175 Forest Avenue, Hanover, AA Co, MD 21076
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

Dated: AUG. 08 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

G.L. CLERK

Mailed to Secured Party

FILED

1985 AUG 23 PM 3: 04

G.L. CLERK

98784

A.A. 1380

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428

Page No. 91

Identification No. 233759

Dated 8/11/80

1. Debtor(s) { Arthru E & Ruth C Eszes, Sr
Name or Names—Print or Type
606 Baltimore-Annapolis Blvd. Glen Burnie, AA Co., MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 08 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



Mailed to Secured Party

FILED

1985 AUG 23 PM 3:04

G.L. CLERK 98784

AA Co 1350

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428

Page No. 94

Identification No. 233762

Dated 8/11/80

1. Debtor(s) Charles A & Sandra L Dalton
Name or Names—Print or Type
908 Elm Road, Severn, AA Co., MD 21144
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 08 1985

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party



FILED

1985 AUG 23 PM 3:04



98784

A.A. Co.
1350

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 434

Page No. 337

Identification No. 236734

Dated 2/20/81

1. Debtor(s) Richard S & Margaret J Quiggins
Name or Names—Print or Type
4 Luna Lane, Sevenne Park, AA Co, MD 21146
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 08 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



Mailed to Secured Party

FILED

1985 AUG 23 PM 3:04



98784

AA 6
1358

GROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 425 Page No. 256
Identification No. 232593 Dated 5/14/80

1. Debtor(s) { Roger & Dhanna Minard
Name or Names—Print or Type
473 Severnside Dr., Severna Park, MD AA Co 21146
Address—Street No., City - County State Zip Code

MAIL TO:
2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 08 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)



Mailed to Secured Party

FILED

1985 AUG 23 PM 3:04

98784



AA Co
B29

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

liber # 440 Page No. 507
Identification No. 239155 Dated 8/4/81

1. Debtor(s) } FERGUSON TRENCHING CO. INC.
Name or Names—Print or Type
123 REVEL HIGHWAY ANNAPOLIS MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party } (FIRST NATIONAL BANK OF SOUTHERN MARYLAND)
FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
P.O. BOX 17292 BALTIMORE MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) July 23, 1985

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1985 AUG 23 PM 3:05
FILED
CLERK

Mailed to Secured Party

Dated: August 2, 1985
FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Luann French
Signature of Secured Party
Luann French Supervisor
Type or Print (Include Title if Company)

98787

10.00

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Selby, Edward N. 170 Island View Drive, Annapolis, Md. 21401	2. Secured Party(ies) and address(es) FinanceAmerica Corporation 7008 Security Blvd. Baltimore, Md. 21207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Arrowglass Coho Boat Hull #ELDCB109D585 1985 Evinrude 90 h.p. Motor Ser. #0565029 1985 Long Trailer SA1420G-Serial #1LGDFJS19F1003223		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: *Edward N. Selby*
Signature(s) of Debtor(s)

By: *Chadwick*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

12.00

Mailed to Secured Party

FILED

1985 AUG 23 PM 3:05

98788

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Ronnie S. Brown Vanessa E. Brown 7733 Telegraph Road #35 Severn, Md. 21144</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>J. M. Hite</u></p> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.
1975SChultz Mobile Home 14ft by 65ft Body Style TL Serial # 62217

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$7,500.00

DEBTOR:
Ronnie S. Brown
Vanessa E. Brown

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

(Type Name)

By: Mary C Bischofsberger

By: Ronnie S. Brown

Mary C. Bischofsberger
(Type Name)

By: Vanessa E. Brown

July 3, 1985 19
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Stamp - \$52.50
Record 1200
 6450
Postage # .50
 65.00

012-1671-0966

Mailed to Secured Party

033 Perry Hall
500334

98789

mlcf

FILED
1985 AUG 23 PM 3:05

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (x) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Enid Cockshutt
Malcolm W. Cockshutt
317 Hanford Court
Sterling, Virginia 22170

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

1st American Bank of Virginia
1970 Chain Bridge Road
McLean, Virginia 22101

Name & address of Assignee

Check if proceeds of collateral are covered ()

Date of maturity if less than five years June 23, 1986

Description of collateral covered by original financing statement

1972 Chance 30 Hull #10 MD 2329-S Serial # C338553

Mailed to Secured Party

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Enid Cockshutt

Enid Cockshutt

David L Taylor

1st American Bank of Virginia By David L. Taylor

Signature of Debtor if applicable (Date)

12/50

Signature of Secured Party if applicable (Date)

98790

mlt

Revised 7-1-82

FILING OFFICER COPY

FILED
1985 AUG 23 PM 3:05

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David J. Boutin and Eugenia F. Boutin

Address 18 Sunset Drive Severna Park, Md 21146

2. SECURED PARTY

Name Capital Savings and Loan Association

Address 421 N. Charles Street Baltimore, Md 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 3, 2000

4. This financing statement covers the following types (or items) of property: (list)

1985 24'6" Sunrunner (Powerboat)
Engine: 260 H.P. Mercury I/O
HIN# XUE51580C585

Mailed to Secured Party

FILED

1985 AUG 23 PM 3:05

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x David J. Boutin
x Eugenia F. Boutin
(Signature of Debtor)

David J. Boutin
Type or Print Above Name on Above Line

(Signature of Debtor)

Eugenia F. Boutin
Type or Print Above Signature on Above Line

Marilyn R. Witt
(Signature of Secured Party)

Marilyn R. Witt/Capital S & L Assoc.
Type or Print Above Signature on Above Line

98791

mls 12.00

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

August 4, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 888988 in Office of LORIN MALE (Filing Officer) AA Co MD (County and State)

Debtor or Debtors (name and Address): LIBB HAN PAGE 130 CHARLES + GREGGIA CROCKETT DR 219 ORME DRIVE DOWNSVILLE MO 64032

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required in the law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By: [Signature] Its Branch Office Manager

Mail to



FILED
1985 AUG 23 PM 3:05

888988

98795

10.08

FINANCING STATEMENT

258104

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Sterin & Associates, Inc. 1623 Forest Drive, Suite 302, Annapolis, MD. 21403

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Margaret A. Bracone, Manager, Comm. Loans, 1832 George Ave., Annapolis, MD. 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Sterin & Associates, Inc.
 BY: [Signature] (Seal) BY: Joan P. Sterin (Seal)
J. Charles Sterin, PhD., President (Seal) Joan P. Sterin, Vice President (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

98797

11.00.50

FILED 1985 AUG 23 PM 3:05

Mailed to Secured Party

LIBER - 488 PAGE 557

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255882

RECORDED IN LIBER 483 FOLIO 269 ON March 14, 1985 (DATE)

1. DEBTOR

Name Leisure-Tech, Ltd.
Address 914-C Bestgate Road Annapolis, Md 21401

2. SECURED PARTY 2068 Industrial Drive

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHER SPRING ROAD
BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> <u>XXXX</u> (Indicate whether amendment, termination, etc.)</p>
	<p>Please Amend Name and Address to read:</p> <p>Professional Communications, Inc. 907-A Commerce Drive Annapolis, Maryland 21401</p>	

FILED

1985 AUG 23 PM 3:05



Mailed to Secured Party

Dated August 8, 1985

David W Shineman
SIGNATURE OF DEBTOR

David W Shineman, President

Paul Wolkittel
(Signature of Secured Party)

Paul Wolkittel, Asst Branch Mgr

Type or Print Above Name on Above Line

98798

10.00
20.50

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOBBS, Richard R.
Address P.O. Box 4507, Annapolis, MD 21403

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1982 46' Marine Trader Model Island Trader fiberglass hull #ETY46125M82D
1982 120 HP Ford Lehman diesel engine #184425

Home Anchorage/winter: Edgewater, MD

ASSIGNEE:
HORIZON FINANCIAL, F.A.
808 Masons Mill Business Pk
1800 Byberry Road
Huntington Valley, PA 19006

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Richard R. Hobbs
(Signature of Debtor)

RICHARD R. HOBBS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

FILED
1985 JG 23 PM 3:05

11.00
50

98801

[Signature] Anne Arnold Co
8-6-85

LIBER - 488 PAGE 559

758106

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor's Name (Print or Type) XXXXXXXXXXXXXXXXXXXX Lessee: MCI Telecommunications Corporation 109 Market Place 9th Floor Baltimore, MD 21202	2. Secured Party's Name (Print or Type) XXXXXXXXXXXXXXXXXXXX Lessor: Northern Telecom Finance Corporation Northern Telecom Plaza 220 Athens Way Nashville, Tennessee 37228-1399 All of the machinery and	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: equipment that is the subject of that certain equipment lease agreement dated <u>6/19/85</u> , certain of which is set forth on schedule A-* attached hereto and incorporated herein by reference, including all substitutions, renewals, replacements, improvements, additions, attachments, accessions and appurtenances thereto and all proceeds and products of the foregoing, including all rents and sums due or to become due under said lease agreement and all monies received in respects thereof and all proceeds including insurance proceeds. This is a <u>lease and as such this filing is for notice purposes only. (*134) Reversionary Tax.</u>		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		
Filed with: <u>County of Anne Arundel</u>		
<u>MCI Telecommunications Corporation</u> By: <u>[Signature]</u> Signature(s) of XXXXX Lessee	<u>Northern Telecom Finance Corporation</u> By: <u>[Signature]</u> Signature(s) of XXXXXXXXXXXX Lessor	
(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-1.		17.00

Mailed to Secured Party

98802

FILED

1985 AUG 23 PM 3:05

[Handwritten signature]

SCHEDULE AEQUIPMENT AND SOFTWARE LISTING

With respect to that certain Equipment Schedule A134 dated June 19, 198⁵ ("Schedule") to the Master Lease Agreement between Northern Telecom Finance Corporation ("Lessor") and MCI Telecommunications Corporation ("Lessee"), Lessor and Lessee agree that the terms "Equipment and Software" referred to in the Schedule shall have the respective meanings set forth below:

Equipment for P.O. #01 008728

<u>Quantity</u>	<u>Description</u>
1	J7265AA-1 D5-4 SHELF W/AMPHONAL CONNECTOR
100	PQ562247 EXTENDER PLATE
8	P0970124 MOUNTING SCREWS
2	QPP350C TRANSMIT UNIT
2	QPP351C RECEIVE UNIT
2	QPP352C ALARM UNIT
2	QPP353A POWER UNIT
12	QPP501B 2WFXS
1	QSM 42 TEST UNIT
1	QSM 44 TEST UNIT
12	CREDIT PER CHANNEL END NO INSTALLATION, INSTALLATION MATERIALS AND TESTING REQUIRED

Equipment for P.O. #01 009008

<u>Quantity</u>	<u>Description</u>
4	QPP549A TIMING SUPPLY UNIT
4	QPP553A MODULE POWER UNIT T-MUX

Equipment for P.O. #840292

<u>Quantity</u>	<u>Description</u>
6	J7265AA1L1 D4 CHANNEL BANK SHELF
150	QPP475A ETO Cards
10	QPP357B 4 w E&M Cards

LIBER - 488 PAGE 561

Equipment for P.O. #01 008736

<u>Quantity</u>	<u>Description</u>
1	J7265AA-1 DE-4 SHELF AMPHONAL CONNECTOR
100	P0562247 EXTENDER PLATE
8	P0970124 MOUNTING SCREWS
2	QPP350C TRANSMIT UNIT
2	QPP351C RECEIVE UNIT
2	QPP352C ALARM UNIT
2	QPP353A POWER UNIT
1	QSM 42 TEST UNIT
1	QSM 44 TEST UNIT

Equipment for P.O. #01 008862

<u>Quantity</u>	<u>Description</u>
2	J7204C-L1 BAY, DOUBLE DENSITY 288 CHANNELS

Equipment for P.O. #01 008737

<u>Quantity</u>	<u>Description</u>
1	J7265AA-1 DE-4 SHELF W/AMPHONAL CONNECTOR
100	P0562247 EXTENDER PLATE
8	P0970124 MOUNTING SCREWS
2	QPP350C TRANSMIT UNIT
2	QPP351C RECEIVE UNIT
2	QPP352C ALARM UNIT
2	QPP353A POWER UNIT
1	QSM 42 TEST UNIT
1	QSM 44 TEST UNIT

Anne Arundel

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name 3 D Development Group, Inc

Address 7526 Race Road Hanover, Maryland 21076

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Company

Address 2 Hopkins Plaza P.O. Box 1477

Baltimore, Maryland 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Accounts Receivable & Inventory

1985 AUG 23 PM 3:05
FILED

CHECK THE LINES WHICH APPLY

Mailed to Secured Party

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R. J. Sanner II
(Signature of Debtor)

R. J. Sanner II, President
Type or Print Above Name on Above Line

Sue Ann Sanner
(Signature of Debtor)

Sue Ann Sanner, Vice President
Type or Print Above Signature on Above Line

Mercantile Safe Deposit & Trust Company

Bruce D. McLean
(Signature of Secured Party)

Bruce D. McLean
Type or Print Above Signature on Above Line

Mercantile Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21201
ATTN: Samuel K. Goldsborough
Commercial Loan Dept.

98803

[Handwritten signature]

12.06
50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) THOMAS S. GREEN 1284 BACON RACE ROAD CROWNSVILLE, MD. 21032	2 Secured Party(ies) and Address(es) K-B Corp T/A Central Motor Co. P.O. Box 39 Springfield, VA. 22150	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporation, P.O. Box A College Park, MD. 20740
4 This financing statement covers the following types (or items) of property: 1 1985 GMC TC7D064 S/N 1GDT7D4Y1FV629225 w/ 15' R/S Dump Body S/N 85050814 DOCUMENT NOT SUBJECT TO RECORDATION TAX CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

By: THOMAS S. GREEN K-B Corp T/A Central Motor Company
Thomas S. Green *D Perry*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

12.00
.50

mla

FILED
 1985 AUG 23 PM 3:05 Mailed to Secured Party 98805

LIBER - 488 PAGE 565

RECORD FEE 11.00

POSTAGE .50
#03703 C237 R01 T12#53

AUG 16 1985

258121

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) XXXXXX Gallagher, John J. 686 Merrimac Court Davidsonville, MD 21035	2. Secured Party(ies) and address(es) Cedar Apartments Limited Partnership 4808 Bergenline Avenue Union City, New Jersey 07087	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in Cedar Apartments Limited Partnership, a Maryland limited partnership, including all of Debtor's rights and interests in said partnership and any successor limited partnership and under the limited partnership agreement relating thereto, and any proceeds arising therefrom.		5. Assignee(s) of Secured Party and Address(es) The Trust Company of New Jersey 35 Journal Square Jersey City, New Jersey

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
Ann Arundel City Md

Check if covered: Proceeds of Callateral are also covered Products of Callateral are also covered. No. of additional Sheets presented:

By: Morgan Realty Associates, Attorney-in-fact
Alan Vint
Signature(s) of Debtor(s)

By: Cedar Apartments Limited Partnership
Morgan Realty Associates
Alan Vint
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

*Orloff, Lowenbach & Stifelman
101 Eisenhower Pkwy.
Roseland, N.J.*

Mailed to: 07068

RECEIVED FOR RECORD
CIRCUIT COURT, B.A. COUNTY

1985 AUG 16 PM 12:51

E. AUBREY COLLISON
CLERK

11.00
.50

mulo

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/27/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOOD: Richard N.

Address Three Tuns, Ambler, PA 19002

2. SECURED PARTY

Name First Commercial Corp.

Address 303 2nd St.

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1985 26' Chris Craft 268 fiberglass hull #CCNEH061B585
1985 230HP twin Mercruiser gas engines #A340069 & A364951

Home anchorage/winter- Annapolis, MD

ASSIGNEE:
First Fidelity Bank N.A.
South Jersey
Rt. #541 and Sunset Rd. 17
Burlington, NJ 08016

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be utilized to: (describe real estate)

(Proceeds of collateral are also covered)

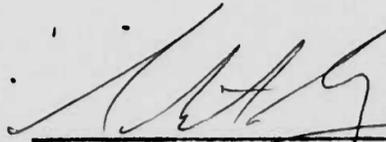
(Products of collateral are also covered)


(Signature of Debtor)

Richard N. Hood
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

First Commercial Corp.

Type or Print Above Signature on Above Line

Mailed to Assignee

FILED

1985 AUG 26 PM 2:44

98810

Anne Arundel Co

86-85

11:00
50
mlc

LIBER - 488 PAGE 567

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256063

RECORDED IN LIBER 483 FOLIO 547 ON 5/24/85 (DATE)

1. DEBTOR

Name The Wexford Construction Corp.

Address P.O. Box 29, Pasadena, Maryland 21122

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Md. 21061</p>	
<p>One (1) Used Caterpillar Model 941B, Track Type Loader, S/N 80H6216 One Used Hough Model H100 Wheel Loader, S/N 33AC1179</p>	

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh, Credit Manager
Type or Print Above Name on Above Line



Mailed to Assignee

FILED

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 AUG 26 PM 2:44

98813

10.00
.50

LIBER - 488 PAGE 568

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Zivkovich, Michael DBA/ Taylor Rental Center 514 Crain Highway Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) Lyons Capital Resources, Inc. Hamilton Lakes Suite 153 Itasca, IL 60143	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 233148 Filed with <u>Anne Arundel County</u> Date Filed <u>6/26/XX</u> 19 <u>80</u>		

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Assignment to: Lyons Savings & Loan Association
450 W. 55th Street
Countryside, IL 60525

No. of additional Sheets presented:
Lyons Capital Resources, Inc.

By: [Signature]
Signature(s) of Secured Party(ies) 10.00/50

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU

Mailed to Assignee

FILED
1985 AUG 26 PM 2:44



98816

LIBER - 488 PAGE 569

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Zivkovich, Michael DBA/ Taylor Rental Center 514 Crain Hwy Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Lyons Capital Resources Hamilton Lakes Suite 153 Itasca, IL 60143	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>233147</u> Filed with <u>Anne Arundel County</u> Date Filed <u>6/26</u> 19 <u>80</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Assign to: ↘ Lyons Savings & Loan Association
 450 W. 55th Street
 Countryside, IL 60525

No. of additional Sheets presented:
Lyons Capital Resources, Inc.

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] Signature(s) of Secured Party(ies) 10.00
 (1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3** .57

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU

Mailed to Assignee

FILED
 1985 AUG 26 PM 2:44 **BL CLERK** 98816

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8-6-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Photo, Inc.

Address 557 Old Annapolis Road
Severna Park, Maryland 21146

2. SECURED PARTY

Name Minolta Corporation

Address 101 Williams Drive

Ramsey, NJ 07446

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Minolta Corporation

5904 Peachtree Corners East/Norcross, GA 30071

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Minolta brand Video Products sold by Secured Party to Debtor, Accounts Receivable resulting from the sale of Minolta Video Products, Notes Receivable, Chattel Paper, all proceeds thereof and after acquired property.

NOT TAXABLE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEVERNA PARK PHOTO, INC.

Thomas W. Alban

(Signature of Debtor)

Thomas W. Alban

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

David F. Goodman

(Signature of Secured Party)

David F. Goodman

Type or Print Above Signature on Above Line

98817

mls 10.00

FILED

1985 AUG 26 PM 2:45

MARYLAND TERMINATION STATEMENT

Date August 8, 1985

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Elmer West
8348 Candlewic Ct
Severn, MD 21144

2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
Glen burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

liber 452 page 75

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

By: Samuel J. Wilson MANAGER

(Type signature below name)

10.00
10.50

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES



Mailed to Secured Party

98818

FILED

1985 AUG 26 PM 2:45

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name and Mailing Address:
(Do not abbreviate)
Walter C. Williams
1699 Justin Drive
Gambrills, MD 21054

2. Secured Party(ies) Name and Address:
M Bank Greenspoint, N.A.
16855 Northchase Drive
Houston, Texas 77060

3. For Filing Officer (Date, Time, Number and Filing Office):

4. This Financing Statement covers the following types (or items) of property
WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

cur the
used
All of debtor's ~~present and future~~ partnership interest in Pannell Kerr Forster, including debtor's interest in the capital of the partnership and right to receive distribution from the partnership, *only to the extent of the Loan Agreement.*

5. Name and Address of Assignee of Secured Party:
(Use this space to describe collateral, if needed)

Check only (if applicable)

This Financing Statement is to be filed for record in the real estate records

Number of additional sheets presented _____

Products of collateral are also covered

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor

Walter C. Williams

M Bank Greenspoint, N.A.

Use whichever signature line is applicable

By *[Signature]*
Signature(s) of Debtor(s)

By *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical

NOTE: ATTACHING ADDITIONAL PAGES TO A STANDARD FORM WILL RENDER THE FORM INTO A NONSTANDARD.

STANDARD FORM—FORM UCC-1 (REV. 9-1-83) APPROVED BY THE SECRETARY OF STATE OF TEXAS—FORM E-1353—CLARKE & COURTS, INC.

98820

Mailed to Secured Party

FILED

1985 AUG 26 PM 2:45

[Handwritten initials]

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00***. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Shear-Con Erectors, Inc. 2089 Generals Highway
 Annapolis, MD 21401

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Barbara Wykowski 100 S. Charles Street
Corporate Banking Officer Baltimore, MD 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Shear-Con Erectors, Inc. (Seal) _____ (Seal)

BY: James Larson President (Seal) BY: Donald E. Willson Vice President (Seal)
 James Larson, President Donald E. Willson, Vice President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

***Of this amount \$6,200 is taxable and the balance of the monies were used to purchase a motor vehicle which is not taxable.

FILED

1985 AUG 26 PM 2:45

98821

11.00
12.00
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mlg

LIBER - 488 PAGE 574

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Shear-Con Erectors, Inc., a Maryland Corporation

F. Specific Equipment and Fixtures

One Nelson TRW 2400 Dual Gun Stud Welder
Serial #HK231015

Mailed to Secured Party

258126

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. in Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Marvin D. Jones 3763 Solomons Island Road, Harwood, MD. 20776

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Annette Kelly, Consumer Loan 1832 George Ave., Annapolis, MD. 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- 8. Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 x Marvin D. Jones (Seal) _____ (Seal)
 Marvin D. Jones (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

98822

FILED 1985 AUG 26 PM 2:45

11.00 50

LIBER - 488 PAGE 576



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

TO BANK

Debtor's Name: Marvin D. Jones

Address: 3763 Solomons Island Rd.
Harwood, Md. 20776

Secured Party: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

One (1) TVRO SATELLITE SYSTEM:

Receiver Uniden 5000 2 Receivers Dual Receiver System
Actuator 710
Antenna & Mount 10 Ft. mesh

Mailed to Secured Party

FINANCING STATEMENT

258127

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 James & Dorothy Howard 1323 Furnace Road, Linthicum, MD. 21090

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Annette Kelly, Consumer Loan 1832 George Ave., Annapolis, MD. 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 X James Howard (Seal) X Dorothy Howard (Seal) 8/8/85
 James Howard Dorothy Howard
 _____ (Seal) _____ (Seal)

FILED

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

98823 1985 AUG 26 PM 2:45 mlf 12.00 .50

LIBER - 488 PAGE 578



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

Debtor's Name: James Howard
Dorothy Howard

Address: 1323 Furnace Rd.
Linthicum Heights, Linthicum, Md. 21090

Secured Party: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

One (1) TVRO SATELLITE SYSTEM:

Reciever DX 700
Actuator DX 400
Antenna & Mount 10 Ft. Mesh
One 19 inch Color Television

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

IT DOES NOT CREATE A SECURITY INTEREST
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSOR

Name ANNAPOLIS FISH MARKET, INC.
Address MARKET HOUSE, ANNAPOLIS, MD 21401

2. ~~SECURED PARTY~~ LESSOR

Name NECO CORPORATION
Address P.O. Box 537, LAUREL, MD 20707

Return To: FCA, P.O. Box 508, Balto., MD. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL MF1006AP ICE-O-MATIC ICE MACHINE
SERIAL # ES33-00330W

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

ANNAPOLIS FISH MARKET, INC
(Corporate or Trade Name)

John W. Patton
(Signature of Debtor)

JOHN W. PATTON
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NECO CORPORATION

Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

Mail to FCA

FILED

1985 AUG 26 PM 2:45

98827

11:00
50

mlf

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

LIBER - 488 PAGE 580

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
 and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7154 FURNACE BRANCH RD
 GLEN BURNIE RD PO BOX 997
 CITY & STATE:

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDG-
 MENT COPY TO SECURED
 PARTY WHOSE ADDRESS IS
 SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
VERNON J DARRASKY		5-27-82	
MARGARET DARRASKY		ACCOUNT NO.	TAB
105 BEECH ROAD GLEN BURNIE MARYLAND 21061		993705843	43

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

BY Conny M. Bridgman
 TITLE

Dated: 8/8/85 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)



Mailed to Secured Party

FILED

1985 AUG 26 PM 2:45

98831

10.00
 .50

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

Kurt B. & Linda S. O'Neill T/a

1. LESSEE: VIDEO MAGIC VII LMTD PARTNERSHIP
SEVERNA PARK
342 F Richie Highway A.F. Md
Name or Names Address - Street No City County State Zip Code

2. LESSOR: ALPHA LEASING COMPANY
P.O. BOX 2915 BALTIMORE, MARYLAND 21229

3. This Financing Statement covers the following types of property:
(Describe - Attach separate list if necessary.)

- 1 - Northcom #1A3 Electronic Key Telephone System
- 1 - Key Service Unit
- 2 - #1A3 Electronic Key Telephones

FILED
1985 AUG 26 PM 2:45

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

Kurt B & Linda S. O'Neill T/A

X LESSEE: VIDEO MAGIC VII LMTD PARTNERSHIP
CORRECT LEGAL NAME
X Kurt B. O'Neill Partner
Signature of Lessee Title
X Kurt B. O'Neill
Type or Print Name of Above

LESSOR:
ALPHA LEASING COMPANY
[Signature]
Signature of Lessor
Jonathan S. Waranch
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mail to ALPHA LEASING COMPANY
P.O. Box 2915
Baltimore, MD 21229

98832

mlg 13.00

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Zivkovich, Michael DBA/ Taylor Rental Center 514 Crain Hwy Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) ↘ Lyons Capital Resources, Inc Hamilton Lakes Suite 153 Itasca, IL 60143	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>233147</u> Filed with <u>Anne Arundel County</u> Date Filed <u>6/26</u> 19 <u>80</u>		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

LYONS CAPITAL RESOURCES, INC

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

By: [Signature]
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

10.00
50



Mailed to Secured Party

FILED

1985 AUG 26 PM 2:45

98834

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 08/09/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Lawn & Garden Equipment, Inc. T/A Gravely Tractors

Address 141 Defense Highway, Annapolis, MD 21401

2. SECURED PARTY

Name BancAmerica PrivateBrands Inc.

Address One Imperial Way, Suite C-106, P.O. Box 99, Fogelsville, PA 18051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, lawn mowers, tractors, tillers, chainsaws, power blowers, grass trimmers, shredders, sprayers, log splitters, engines, and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Lawn Equipment Parts Company.

(INVENTORY)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Lawn & Garden Equipment, Inc. T/A Gravely Tractors

(Signature of Debtor)

Elijah Harris/President
Type or Print Above Signature on Above Line

Elijah Harris
(Signature of Debtor)

Type or Print Above Signature on Above Line

G.L. Smith
(Signature of Secured Party)

G.L. Smith/Account Manager
Type or Print Above Name on Above Line

Anne Arundel County

Mailed to Secured Party

FILED

98837 1985 AUG 26 PM 2:45

11.00
mlf

LIBER - 488 PAGE 584

758131

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 32,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

World Imported Auto Parts, Inc.

8578 Laureldale Drive
Laurel, Maryland 20707

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

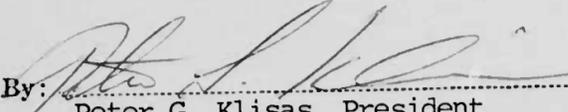
5. **XX** Proceeds)) of the collateral are also specifically covered.
XX Products)

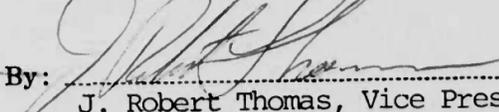
Debtor

Secured Party (Assignee)

World Imported Auto Parts, Inc.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: 
Peter G. Klisas, President

By: 
J. Robert Thomas, Vice President

By:

Type or print all names and titles under signatures.

FILED

Mailed to Secured Party

1985 AUG 26 PM 2:45

98838

11.00
224.00
50
mlg

Anne Arundel County

LIBER - 488 PAGE 585

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p>1. DEBTOR and Address (Last Name First)</p> <p>Cosmic Computers Inc. 1631 Crofton Centre Crofton, MD. 21114</p>	<p>2. SECURED PARTY and Address</p> <p>Union Trust Company Of Md. 210 Guilford Ave. Baltimore, Md. 21202</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: ID#252583 Date: 7/17/84, 19

Record Reference: Book 474 Page 465-469

<p>6. A. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p>6. B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p>6. C. ASSIGNMENT <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p>6. D. OTHER <input type="checkbox"/></p>

INFORMATION:

Assign To U. S. Small Business Administration
630 Oxford Building
8600 LaSalle Rd.
Towsom, Md. 21204

Dated 8/4/85, 19

SECURED PARTY:

Union Trust Company of Md.

UCC-6



By: Mary C. Stafford
Mary C. Stafford, AVP (Title)

Mailed to Secured Party

FILED

1985 AUG 26 PM 2:46

98842

10:50

Debtor or Assignor Form

August 7, 1985

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$.....

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

David L. Miller

5272 Chalk Point Road
West River, Md. 20778

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: Baltimore, Md.
P.O. Box 17292

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) J.I. Case 850B
Serial #7077198

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

David L. Miller

David L. Miller

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Kathy J. Foster*
Kathy J. Foster
Retail Loan Manager

FNB 0850

Type or print names under signatures

Mailed to Secured Party

FILED
1985 AUG 26 PM 2:46

98843

11.00
.50
mlf

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lockheed Missiles & Space Company, Inc.
Address 939 Elkridge Landing Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Master Lease Corporation
Address One Presidential Blvd., Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

One complete Horizon Advanced II telephone system and all components as more fully defined in lease #A5-04-0807 dated 8/02/85. This is for a lease and is filed for informational purposes only.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

FILED

1985 AUG 26 PM 2:46

J.M. Green Atty-in-Fact
(Signature of Debtor) Keith Morgan
J. M. Green
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Keith Morgan
(Signature of Secured Party)
Keith Morgan
Type or Print Above Signature on Above Line

98846

11.00
mlc

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR.

Peter Moreland, Trading As
The Nautical Times
1993 Moreland Parkway
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY.

Donald Moreland
114 Green Spring Drive
Annapolis, Maryland 21401

3. This Financial Statement covers all:

- A. Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- B. Inventory, raw materials, etc., including after acquired and proceeds.
- C. Accounts, including after acquired, and proceeds.
- D. Contract rights, including after acquired, and proceeds.
- E. Including proceeds.

4. This transaction is not exempt from the recordation tax. Principal amount of the Debt is Two Hundred Fifteen Thousand Six Hundred Fifty Dollars (\$215,650.00)

DEBTOR:

SECURED PARTY:

Peter Moreland
PETER MORELAND

Donald Moreland
DONALD MORELAND

15 August 1985

RECORD FEE 12.00

RECORD TAX 752.50

POSTAGE .50

#04387 C231 R01 T14#11
AUG 22 85

1985 AUG 22 PM 2:08
E. AUBREY COLLISON
CLERK

AFTER RECORDATION PLEASE RETURN TO: Charles M. Carlson
P. O. Box 285
Annapolis MD 21404

Mailed to: _____

12.00
~~*751.75*~~ *752.50*
.50

OK

FINANCE

258145

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County
 - (2) in the Land Records of Anne Arundel County
 - (3) with State Department of Assessments and Taxations

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY ARTICLE 81, SECTIONS 277 AND 278 ANNOTATED CODE OF MARYLAND AS AMENDED

Date: _____

FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTOR:

BACA, INC.
 4 Beach Drive
 Sherwood Forest, MD 21405

RECORD FEE 18.00
 POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:

SUBURBAN BANK
 6610 Rockledge Drive
 Bethesda, Maryland 20817

#04415 0237 R01 T5:46
 AUG 22 85

3. This Financing Statement covers all of the Debtor's right, title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

1985 AUG 22 PM 3:47
 COLLINSON

LAW OFFICES
 MANIS,
 KINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P. O. BOX 921
 ANNAPOLIS, MD 21404
 (301) 263-8855

18.00
 20

AK

- 3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.
- 3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.
- 3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.
- 3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.
- 3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.
4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to, or for the benefit of the Secured Party under the provisions of a Commitment and Loan Agreement dated the 18th day of June, 1985, and Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor (hereinafter referred to as "the Loan") pursuant to the provisions of the Commitment and Loan Agreement and Deed of Trust.
5. Proceeds and products of collateral, accessions and after acquired property are covered hereunder.

LAW OFFICES
MANIS,
KINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8855

6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Principal amount of this debt is \$101,450.00.

DEBTORS:

BACA, INC.

SECURED PARTY:

SUBURBAN BANK

BY *James L. Baker President*
James L. Baker, President

BY *M. Blair Pugh*

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
145 Main/Gorman Streets, P. O. Box 921
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8858

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lot 33 in the subdivision known as Valentine Creek, Plat Three, Section One, as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 87 at Plat 26.

LAW OFFICES
MANIS,
ELKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS, MD 21404
(301) 263-8858

Mailed to: _____

258116

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
International Yachting Center, Inc. formerly known as International Sailing Center, Inc.	313 Revell Highway Annapolis, MD 21401

RECORD FEE 12.00
 POSTAGE .50
 #04428 C345 R01 T08:44
 AUG 23 1965

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Inventory from time to time of yachts and boats together with masts and rigging, sails, anchors, electronic equipment, tackle, lines, lights, fire extinguishers, and all other necessaries, thereunto appertaining and belonging, now or hereafter attached to or added to said items of merchandise, or used in connection therewith and all substitutions and replacements of said items of merchandise, masts and rigging, sails, anchors, electronic equipment, tackle, lines, lights and fire extinguishers.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)	Secured Party (or Assignee)
International Yachting Center, Inc.	FARMERS NATIONAL BANK OF MARYLAND
By: <u>G. H. Dietrich</u>	

formerly known as International Sailing Center, Inc.

BY William A. Walker, II
 William A. WALKER, II, U. P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to: _____

RECEIVED FOR RECORD
 CIRCUIT COURT, S.A. COUNTY
 1965 AUG 23 AM 8:44
 E. AUDREY COLLISON
 CLERK

12-10
50

811

STATE OF MARYLAND

258117

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & B Bus Lines, Inc.

Address 43 Thomas Avenue, Baltimore, Maryland 21225

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 37-00
MAY 23 1985
MAY 23 1985

1985 MAY 23 AM 11:01

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & B Bus Lines, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

33.00
50

SK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 22ND day of August, 1985 by and betweenB & B Bus Lines, Inc. having its principal place of business at
43 Thomas Avenue, Baltimore, Maryland 21225"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee will demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Robert L. Zimmerman
Secretary

B & B Bus Lines, Inc. (Seal)
Mortgagor
By *Robert L. Zimmerman* Pres (Title)

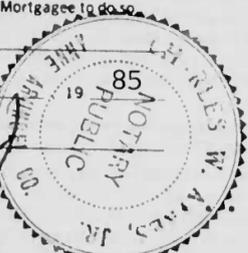
STATE OF Maryland
COUNTY OF ~~Dorchester~~ Anne Arundel } SS

being duly sworn, deposes and says

1. He is the _____ of **B & B Bus Lines, Inc.**
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 22nd day of August

Charles W. Ayres, Jr.
NOTARY PUBLIC
My Commission expires 7/1/86



Robert L. Zimmerman

STATE OF Maryland COUNTY OF Anne Arundel SS
I, Charles W. Ayres, Jr., a Notary Public duly qualified in and for said County and State, do hereby certify that on this 22nd day of August, 1985, in (Place) State of Maryland in said County before me personally appeared Robert L. Zimmerman, President to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

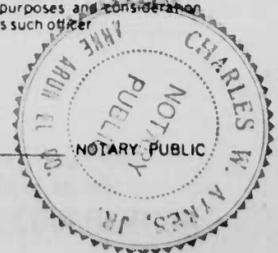
(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of B & B Bus Lines, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at 232 Sycamore, Linthicum, Maryland that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Return Seal)

Charles W. Ayres, Jr.



This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated _____ 19____ between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	International Harvester Chassis Bus with Blue Bird Body	1973	13672CHA37975 HS1566
One (1)	International Harvester Chassis Bus with Blue Bird Body	1973	13672CHA37971 HS1562
One (1)	GMC Chassis Bus with Blue Bird Body	1973	TSM62TV589192 HS1569
One (1)	GMC Chassis Bus with Blue Bird Body	1975	TSE625V579103 HS3112
One (1)	GMC Chassis Bus with Blue Bird Body	1973	TSM62TV589190 HS1563
One (1)	International Harvester Chassis Bus with Blue Bird Body	1976	DO835FHB21341 HB6768-MP2203
One (1)	International Harvester Chassis Bus with Blue Bird Body	1976	DO822FHA13838 HB6767-MP2205
One (1)	International Harvester Chassis Bus with Superior Body	1978	DO822HHB25303 HS3111
One (1)	International Harvester Chassis Bus with Thomas Body	1978	DO835HHB15533 HB6769-MP2204
One (1)	International Harvester Chassis Bus with Blue Bird Body	1985	1HVLNHGM1FHA28595 V25614
One (1)	GMC Chassis Bus with	1976	TSE636V592810
One (1)	GMC Chassis Bus with	1976	TSE636V591933
One (1)	Plymouth Chassis Bus with	1977	BC6BJ7X130749
One (1)	International Harvester Chassis Bus with	1971	416380H065635
One (1)	International Harvester Chassis Bus with	1973	13672CHA37968

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

B & B Bus Lines, Inc.

: *LEU*

By: *Robert L. Zimmerman*

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated _____ 19____ between the under-
signed.

Page 3 of 5

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	International Harvester Chassis Bus with	1970	416360H967319 HS1597
One (1)	International Harvester Chassis Bus with	1973	13662CHA27729 HS1567
One (1)	International Harvester Chassis Bus with	1971	416370H102905 HS2518
One (1)	International Harvester Chassis Bus with	1972	136820H347304 HS2893
One (1)	International Harvester Chassis Bus with	1972	136820H347240 HS2891
One (1)	International Harvester Chassis Bus with	1972	136820H346996 HS2695
One (1)	International Harvester Chassis Bus with	1971	136820H345647
One (1)	International Harvester Chassis Bus with	1972	136820H258170 HS2696
One (1)	International Harvester Chassis Bus with	1972	136820H347531 HS2800
One (1)	International Harvester Chassis Bus with	1972	136820HB45647
One (1)	GMC Chassis Bus with	1973	TSM62TV589190
One (1)	GMC Chassis Bus with	1973	TSM62TV589192
One (1)	International Harvester Chassis Bus with	1971	416380H164484
One (1)	Plymouth Chassis Bus with	1975	BC6BFSXD45967
One (1)	Ford Chassis Bus with	1980	S312HJJ1352 MP1935
One (1)	Dodge Chassis Bus with	1983	2B5WB31U1PK317130 MP1817

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Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

B & B Bus Lines, Inc.

: LTUBy: Robert J. Jarama

SCHEDULE "A"

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signed.

Page 4 of 5

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Ford Chassis Bus with	1981	1FBJS31G5BHA95823 MP1335
One (1)	Dodge Chassis Bus with	1981	2B5WB31T8BK215683 MP1505
One (1)	Dodge Chassis Bus with	1975	B35BE5X813515 HV2461
One (1)	Ford Chassis Bus with	1980	S21GHGD2470 MP1447
One (1)	Dodge Chassis Bus with	1980	B36KTAX148751 MP1472
One (1)	Dodge Chassis Bus with	1981	2B5WB31T3BK256786 MP1616
One (1)	Plymouth Chassis Bus with	1982	2P5WB31T3CK126930 MP1678
One (1)	Plymouth Chassis Bus with	1982	2P5WB31R3CK144896 MP1780
One (1)	GMC	1979	TKL189F526945 7538T
One (1)	GMC Tow Truck with	1970	CE503Z124808 3644TT
One (1)	Chevrolet Pick up Truck with	1976	CCLI46B112345 L20134
One (1)	Chevrolet Utility Truck	1983	1GCW8093DR204382 P46189
One (1)	International Harvester	1974	71797DGB12594
One (1)	MCI Bus	1966	6306 CH2360
One (1)	GMC Chassis Bus with	1970	S85303A279 MP2142
One (1)	GMC Chassis Bus with	1970	8270 MP2143

This schedule is hereby verified correct and undersigned Purchaser(s)
Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

: 5-10

Purchaser, Mortgagor or Lessee:

B & B Bus Lines, Inc.

By: Robert Zimmerman

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated _____ 19____ between the under-
signed.

Page 5 of 5

ANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	International Harvester Bus	1971	416360H116986
One (1)	Chevrolet Utility Service Truck	1972	CCE332B173415
	All present and future accounts receivable with Anne Arundel County Public Schools.		

This schedule is hereby verified correct and undersigned Purchaser(s)
Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

: LEA

Purchaser, Mortgagor or Lessee:

B & B Bus Lines, Inc.

By: Robert Zimmerman

Mailed to Secured Party

**END
LIBER**